

-- STATE OF NORTH CAROLINA--
DEPARTMENT OF TRANSPORTATION
RALEIGH, N.C.

DRAFT RFP



Interstate Maintenance

WBS Element 40682

July 19, 2006



VOID FOR BIDDING

DATE AND TIME OF TECHNICAL AND PRICE PROPOSAL SUBMISSION: **September 1, 2006 AT 4:00 PM**

DATE AND TIME OF PRICE PROPOSAL OPENING: **September 14, 2006 AT 10:00 AM**

WBS ELEMENT NO. 40682

COUNTIES: Mecklenburg, Gaston, Cabarrus, and Cleveland

ROUTE NO. I-77, I-85, I-485, & I-277

MILES: 131 Centerline miles

LOCATION: I-77, I-85, I-485 and I-277 in Mecklenburg, Gaston, Cabarrus, and Cleveland Counties

TYPE OF WORK: INTERSTATE MAINTENANCE AS SPECIFIED IN THE SCOPE OF WORK
CONTAINED IN THE REQUEST FOR PROPOSAL

NOTICE:

ALL PROPOSERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE PROPOSER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. PROPOSERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE PROPOSER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

_____ 5 % BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FORM FOR INTERSTATE MAINTENANCE,
WBS ELEMENT 40682,**

**IN MECKLENBURG, GASTON, CABARRUS
AND CLEVELAND COUNTIES, NORTH CAROLINA**

Date _____, 2006

**DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA**

The Proposer herein acknowledges that it has carefully examined the location of the proposed work to be known as Interstate Maintenance, WBS Element Number 40682, has carefully examined the Final Request for Proposal (RFP) and all addendums thereto, specifications, special provisions, the form of contract, and the forms of contract payment bond and contract performance bonds, which are acknowledged to be part of the Contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned Proposer agrees to be bound upon their execution of the Contract and including any subsequent award to them by the Board of Transportation in accordance with this Contract to provide the necessary contract payment bond and contract performance bond within fourteen calendar days after the written notice of award is received by them.

The undersigned Proposer further agrees to provide all necessary materials, machinery, implements, appliances, tools, labor, and other means of maintenance and construction, except as otherwise noted, to perform all the work and required labor to perform all the work for Interstate Maintenance, WBS Element Number 40682, in Mecklenburg, Gaston, Cabarrus and Cleveland Counties during the Contract period specified in the Final RFP and in accordance with the requirements of the Engineer, the Final RFP, the *2006 Standard Specifications for Roads and Structures*, specifications prepared by the Department, the Technical Proposal prepared by the Proposer, at the lump sum price(s) bid by the Proposer in their Price Proposal.

The Proposer acknowledges that project documents furnished by the Department are provided solely to assist the Proposer. Unless otherwise noted herein, the Department does not warrant or guarantee the sufficiency or accuracy of any information furnished by the Department.

The Department does not warrant or guarantee the sufficiency or accuracy of any investigations made, nor the interpretations made or opinions of the Department as to the type of materials and conditions to be encountered at the project site. The Proposer is advised to make such independent investigations, as they deem necessary to satisfy their self as to conditions to be encountered on this project. The Proposer shall have no claim for additional compensation or for an extension of contract time for any reason resulting from the actual conditions encountered at the site differing from those indicated in any of the information or documents furnished by the Department except as may be allowed under the provisions of the Standard Specifications.

The Proposer shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract, and shall indemnify and hold the Department harmless for any additional costs and all claims against the Department or the State which may arise due to errors or omissions of the Department in furnishing the preliminary project designs and information, and of the Proposer in performing the work.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, July 2006*, as well as, all design manuals, policy and procedures manuals, and AASHTO publications and guidelines referenced in the Request For Proposal, with all amendments and supplements thereto, are by reference, incorporated and made part of this contract; except as herein modified, all the design, maintenance, repair and construction included in this contract is to be done in accordance with the documents noted above.

If the Proposal is accepted and the award is made, the Technical Proposal submitted by the Proposer is by reference, incorporated and made part of this contract. The contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except by written approval as allowed by the Request For Proposal.

Accompanying this Proposal shall be a bid bond secured by a corporate surety licensed to do business in North Carolina, or certified check payable to the order of the Department of Transportation, for five percent of the total Price Proposal for “Maintenance Services Excluding Snow and Ice Removal”, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Proposer shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by them, as provided in the Standard Specifications; otherwise said deposit will be returned to the Proposer.

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***** PROJECT SPECIAL PROVISIONS *******CONTRACT PERIOD**

The Date of Availability for this contract is **January 1, 2007**. The term of the contract shall be for five years with a completion date of December 31, 2011. At the option of the Department, this contract may be renewed for one additional period of five years. The Engineer will notify the Contractor in writing by July 1, 2011 if the contract will be renewed. The Contractor must notify the Engineer in writing by August 1, 2011 of acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract renewal.

COMPENSATION

The Contractor will be paid on a monthly lump sum basis in an amount equal to the unit price bid on the Itemized Proposal sheet and as adjusted in accordance with this RFP. In addition, a Mobilization line item is provided for the alternate bid item "Maintenance Services Including Snow and Ice Removal". All references made to measurement and payment in the 2006 Standard Specifications or applicable NCDOT special provisions do not apply.

ALTERNATE BID ITEM FOR SNOW AND ICE REMOVAL

The Contractor shall complete the Itemized Proposal sheet. The amount bid for "Maintenance Services Excluding Snow and Ice Removal" shall be for all services required for this contract, excluding snow and ice removal, and shall be for the entire contract period (60 months). The amount bid for "Maintenance Services Including Snow and Ice Removal" shall be for all services required for this contract, including those related to snow and ice removal, and shall be for the entire contract period (60 months).

The Department will notify the Contractor upon Notice of Award as to which alternate bid item is accepted by the Department.

After April 1st, 2009, the Department reserves the sole right to terminate the snow and ice removal portion of this contract for the remainder of the contract period. This termination may be for cause or convenience. This termination must be communicated in writing to the Contractor no later than June 15th in order for the termination to be in effect before the following winter season. In the event that the Department exercises this termination right, the monthly payments to the Contractor will revert to the unit price bid for "Maintenance Services Excluding Snow and Ice Removal" and as adjusted in accordance with the Project Special Provision "Annual Price Adjustments".

BASIS FOR CONTRACTOR SELECTION

The Contractor will be selected based on both the Price Proposal and the quality of the Technical Proposal. For the purpose of Contractor selection, the Contractor's amount bid for "Maintenance Services Excluding Snow and Ice Removal" will be used in the calculation of the Adjusted Bid. Reference the "Evaluation Criteria" section found elsewhere in this RFP.

ANNUAL PRICE ADJUSTMENTS

Assuming all performance and timeliness criteria are met, the first twelve months of the contract period will be paid at the unit price bid for “Maintenance Services Including Snow and Ice Removal” or “Maintenance Services Excluding Snow and Ice Removal” whichever alternate bid item is chosen by the Department.

Beginning with the thirteenth (13th) month’s partial payment, monthly payments for each calendar year will be adjusted annually based on the unadjusted index (e.g. May 2006 = 232.8) of the Services Category of Table 6 “Consumer Price Index for Urban Wage Earners and Clerical Worker (CPI-W)”.

The monthly payments for Calendar Year 2008 will be the unit price bid increased or decreased by a percent equal to the percent change in the aforementioned CPI reported between November 2006 and November 2007, or five percent, whichever is less. The baseline payments for subsequent years will be the CPI-adjusted monthly payments from the previous calendar year.

In the event that the contract is renewed in accordance with the Project Special Provision “Contract Period”, monthly payments for the first calendar year of the second contract term will be adjusted from the payments for the last year of the first contract period.

MOBILIZATION

Replace the entire Article 800-2 of the 2006 Standard Specifications with the following:

In the event the Department elects to pursue the alternate bid item, “Maintenance Services Including Snow and Ice Removal”, the Contractor will be compensated for mobilization as submitted with their Price Proposal and subject to the following restrictions.

The lump sum bid for “Mobilization (Including Snow and Ice Removal)” shall not exceed five percent of the amount bid for “Maintenance Services Including Snow and Ice Removal”.

Partial payments for Mobilization will be made beginning with the first partial pay estimate paid on the contract. Payment will be made at the rate of 50 percent of the lump sum amount bid for Mobilization. The remaining 50 percent will be paid with the second partial payment.

THIRD PARTY CLAIMS

The Contractor shall promptly notify the Department of damage caused by third parties to real or personal property within the project limits. When an event occurs, whereby a third party causes damage to any of the Department’s facilities, the Department authorizes the Contractor to pursue claims against any responsible party for reimbursement of actual expenses incurred by the Contractor. The Contractor shall cooperate with Department in providing all necessary information to the Department with respect to the cost of such repair, regardless of whether any separate or additional compensation is owed to the Contractor in connection with undertaking any such repair.

DAMAGE REIMBURSEMENT

Advance preparation, response, inspection, engineering services, repairs, and replacement, required as a result of natural disaster, collision, catastrophic or emergency response event will be considered part of the contract responsibilities and the Contractor will not receive any additional compensation from the Department, other than qualifying FEMA or FHWA funds the Department receives as a result of the Contractor seeking qualifying FEMA or FHWA reimbursement. The Department authorizes the Contractor to pursue claims of any emergency reimbursement in response to the disaster. It is the Contractor's responsibility to provide all information needed to pursue such claims in a timely manner.

The sequence of reimbursement for damages will be as follows:

- 1) Pursuit of claims against the individual or entity which caused damages, or their insurers
- 2) If eligible, compensation from FEMA or FHWA for qualifying reimbursements
- 3) Contractor insurance coverage

The Contractor's responsibility to make damage repairs at its own expense, in each calendar year, shall be limited to 20% of the annual contract amount for that year. This cap of 20% of the annual contract amount cap shall be in addition to any amounts reasonably obtainable under items 1, 2 and 3 above, and any damage repairs caused by the Contractor's negligence. Failure to provide timely and detailed information for the pursuit of eligible compensation from FEMA or FHWA shall result in the Contractor bearing all cost for the damage repairs at its own expense and these costs will not apply toward the annual 20% Cap. The Contractor shall diligently pursue all such claims and company insurance coverage before making any such claim for reimbursement from the Department.

In the event the Department chooses to take responsibility for system restoration, the amount of reimbursements obtained in items 1 and 2 above will be retained by the Department.

In the event of an act that is officially declared by the State of North Carolina or appropriate Federal Entity as an "act of terrorism", the Contractor will not be liable for damage beyond the extent of the amounts obtained in items 1 and 2 above.

For all FEMA or FHWA qualifying reimbursements, it is the Contractor's responsibility to generate and keep the necessary documentation for the qualifying reimbursement. The Department will assist in this reimbursement process by processing and forwarding to FEMA or the FHWA all necessary documentation paperwork as provided by the Contractor.

LIQUIDATED DAMAGES

Liquidated damages for timeliness requirements presented elsewhere in this RFP are calculated using the prescribed intermediate contract times. The Contractor is responsible for logging the time of the start of each intermediate contract time and the completion of the task subject to the intermediate contract time. This information shall be made accessible to the Engineer as part of

each Monthly Report and on an interim basis as required by the Engineer to assess liquidated damages.

Liquidated damages apply to customer responses and resolutions. Reference "Work Plans and Reports" found elsewhere in this RFP.

Liquidated damages apply to all incident responses. Reference "Incident Response" found elsewhere in this RFP.

Liquidated damages for various intermediate contract times apply to snow and ice removal. Reference "Snow and Ice Removal (Alternate Bid Item)" found elsewhere in this RFP.

Liquidated damages for planned lane closures, shoulder closures, lane narrowing, and holiday and event time restrictions apply. Reference "Traffic Control" found elsewhere in this RFP.

Pavement

An intermediate contract time of 7 days from notification or discovery will apply to all paved shoulder failures greater than 1 ft² x 1.5" depth. In the event that the Contractor fails to repair such failures within 7 days, liquidated damages in the amount of \$250 per day, or portion thereof, will be deducted from the monies due to the Contractor.

An intermediate contract time of 2 days from notification or discovery will apply to all asphalt pavement potholes greater than 1 ft² x 1.5" depth. In the event that the Contractor fails to repair such potholes within 2 days, liquidated damages in the amount of \$500 per day, or portion thereof, will be deducted from the monies due to the Contractor.

An intermediate contract time of 5 days from notification or discovery will apply to all CRC punchout failures. In the event that the Contractor fails to repair such failures within 5 days, liquidated damages in the amount of \$1,000 per day, or portion thereof, will be deducted from the monies due to the Contractor.

An intermediate contract time of 7 days from notification or discovery will apply to all slabs broken into four or more pieces. In the event that the Contractor fails to repair such slab failures within 7 days, liquidated damages in the amount of \$1,000 per day, or portion thereof, will be deducted from the monies due to the Contractor.

Guardrail, Guiderail, and Attenuators

An intermediate contract time of 7 days from notification or discovery will apply to all damaged, non-functional, guardrail, guiderail, and impact attenuators. In the event that the Contractor fails to repair badly damaged guardrail or guiderail within 7 days, liquidated damages in the amount of \$750 per day, or portion thereof, will be deducted from the monies due to the Contractor.

An intermediate contract time of 14 days from notification or discovery will apply to all damaged but functional guardrail, guiderail, and impact attenuators. In the event that the Contractor fails to repair damaged but functional guardrail or guiderail within 14 days, liquidated

damages in the amount of \$500 per day, or portion thereof, will be deducted from the monies due to the Contractor.

Signs

The Contractor shall immediately respond to mitigate all badly damaged signs and sign structures that pose imminent risk to the travelling public. An intermediate contract time of 2 hours from notification or discovery will apply to all badly damaged overhead signs and sign structures that pose imminent risk to the travelling public. In the event that the Contractor fails to mitigate these badly damaged overhead signs or sign structures within 2 hours, liquidated damages in the amount of \$1,000 per hour, or portion thereof, will be deducted from the monies due to the Contractor.

An intermediate contract time of 60 days from notification or discovery will apply to all damaged but functional overhead signs. In the event that the Contractor fails to repair damaged but functional overhead signs within 60 days, liquidated damages in the amount of \$500 per day, or portion thereof, will be deducted from the monies due to the Contractor.

An intermediate contract time of 8 hours from notification or discovery will apply to all badly damaged safety signs. In the event that the Contractor fails to repair or replace a badly damaged regulatory and safety sign within 8 hours, liquidated damages in the amount of \$1,000 per hour, or portion thereof, will be deducted from the monies due to the Contractor.

An intermediate contract time of 5 days from notification or discovery will apply to all other damaged but functional signs, including sign posts. In the event that the Contractor fails to repair or replace any other badly damaged but functional sign within 5 days, liquidated damages in the amount of \$200 per day, or portion thereof, will be deducted from the monies due to the Contractor.

DIVISION ONE OF 2006 STANDARD SPECIFICATIONS

Division One of the 2006 Standard Specifications apply to this contract unless otherwise noted or modified in this RFP. Specifically, the following articles of Division One do not apply:

Article 102-5	Article 105-9	Article 108-2	Article 109-4
Article 102-14(A)	Article 105-17	Article 108-8	Article 109-5(A) *
Article 102-16(D)	Article 106-7	Article 108-10(B)(1)	Article 109-6 *
Article 103-4(B)	Article 107-10	Article 109-1	Article 109-7
Article 104-5	Article 107-17	Article 109-2	Article 109-8
Article 105-3			

* These articles do not apply except as they may apply to work that is deemed to be Extra Work in accordance with Article 104-7.

In addition, all articles or subarticles related to the electronic bids do not apply to this contract.

The terms “Bidder” and “Proposer”, as used throughout this RFP and the 2006 Standard Specifications, are considered synonymous. The terms “Bid” and “Price Proposal” are also considered synonymous. The terms “lowest responsible bidder” and “lowest bidder” shall be

considered synonymous with the phrase “Proposer with the lowest adjusted price”. The term “construction” as used throughout Division One shall be construed to mean any maintenance, repair, or construction activity undertaken to fulfill the requirements of this RFP.

CONTRACTOR PREQUALIFICATION

The prequalification requirements of Article 102-2(A) of the 2006 Standard Specifications do not apply to the Prime Contractor. All subcontractors must be on the Department’s Approved Subcontractors List.

BID BONDS

A bid bond or bid deposit is required in accordance with this RFP and Article 102-11 of the 2006 Standard Specifications. The bid bond or bid deposit shall be an amount equal to 5% of the amount bid for “Maintenance Services Excluding Snow and Ice Removal”.

CONTRACT PERFORMANCE AND PAYMENT BONDS

Replace the entire Article 103-7 of the 2006 Standard Specifications with the following:

The successful bidder shall provide the Department with performance and payment bonds within 14 calendar days after the notice of award is received by the bidder. The bonds shall be in an amount equal to the initial unit price bid for “Maintenance Services Excluding Snow and Ice Removal” multiplied by twenty-four (24). In the event the Department exercises its option to include Snow and Ice Removal in the contract, the bond amount shall be equal to the initial unit price bid for “Maintenance Services Including Snow and Ice Removal” multiplied by twenty-four (24).

The initial term of these bonds shall be two years from the Date of Availability. These bonds must be renewed annually. The preceding bond will be released at the time that an acceptable replacement bond is furnished to the Department. In no case shall the bonds lapse prior to furnishing the replacement bonds.

The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina.

ALTERATIONS TO CONTRACT

The Engineer reserves the right to make, at any time during the contract period, such alterations in the contract requirements as may be found necessary or desirable. The provisions of Article 104-3 of the 2006 Standard Specifications shall apply to such an alteration of the contract.

COORDINATION OF CONTRACT DOCUMENTS

Replace the entire Article 105-4 of the 2006 Standard Specifications with the following:

This RFP, 2006 Standard Specifications, contractor-produced plans, and all supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and provide and describe the complete contract.

In case of discrepancy or conflict, the order in which they govern shall be as follows:

- (A) Request for Proposals
- (B) Technical Proposal from Contractor
- (C) Accepted Plans and Details from Contractor
- (D) Standard Drawings
- (E) Standard Specifications

Where dimensions on the plans are given or can be computed from other given dimensions they shall govern over scaled dimensions.

The Contractor shall not take advantage of any error or omission in any of the contract components. In the event the Contractor discovers an error or omission, the Contractor shall immediately notify the Engineer.

CONTRACTOR'S RESPONSIBILITY FOR WORK

Replace the entire 1st paragraph of Article 107-18 with the following:

Until final acceptance of the work by the Engineer, as evidenced in writing, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or from the nonexecution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except as provided in other sections of the Specifications.

SUBLETTING OF CONTRACT

Replace the last sentence of the 1st paragraph of Article 150-1 of the 2006 Standard Specifications with the following:

In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with its own organization, work amounting to not less than 15 percent of the total original contract amount, except:

Replace the second paragraph of Article 108-6, Page 1-74 of the 2006 Standard Specifications with the following:

In any event, the Contractor shall perform with its own organization work amounting to not less than 15% of the total amount bid.

MAINTENANCE OF TRAFFIC

Replace the entire 2nd paragraph of Article 150-1 of the 2006 Standard Specifications with the following:

The Contractor shall be responsible for maintaining in a safe, passable, and convenient condition, such part or parts of existing roads as are being used by the Contractor to maintain traffic within the limits of the project for the entire contract period.

LIABILITY INSURANCE

The Contractor shall obtain from an insurance company, duly authorized to do business in North Carolina, Public Liability and Property Damage Insurance to protect the Contractor and subcontractors performing work covered under this contract from claims that may arise from operations under this contract. Insurance coverage shall be maintained during the life of this contract and shall extend to operations performed by the Contractor or subcontractors, and by anyone employed directly or indirectly by either of them.

Public Liability Insurance shall be in an amount not less than one million (\$1,000,000) for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than one million dollars (\$1,000,000.00) on account of one accident. Property Damage Insurance shall be in an amount not less than five hundred thousand dollars (\$500,000.00).

The Contractor shall be also be responsible for obtaining additional insurance as may be required by railroad companies.

Proof of insurance shall be furnished with the Performance and Payment Bonds.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the 2006 Standard Specifications and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where the Engineer deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the 2006 Standard Specifications. Material which is not properly certified will not be accepted.

In the event the Engineer finds the materials or the finished product in which the materials are used for the work performed are not in reasonably close conformity to the contract requirements and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor at no cost to the Department.

Upon receipt of a written request from the Contractor, the Department may, at its sole discretion, make available for lease by the Contractor certain right-of-way or property for use in staging or storage of materials and equipment used in this contract.

CONTRACTOR'S LICENSE REQUIREMENTS (7-1-95)

If the Contractor does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, the Contractor will be required to sublet such work to a contractor properly licensed in accordance with Article 2 of Chapter 87 of the *General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and Article 4 of Chapter 87 of the *General Statutes* (licensing of electrical contractors).

AVAILABILITY OF FUNDS - TERMINATION OF CONTRACTS

In accordance with G.S. 143-28.1 (6), Subsection (5) of G.S. 143-28.1 is hereby incorporated verbatim in this contract. G.S. 143-28.1(5) is as follows:

“(5). Amounts Obligated - Payments subject to the Availability of Funds - Termination of Contracts. Highway maintenance and construction appropriations may be obligated in the amount of allotments made to the Department of Transportation by the Office of State Budget and Management for the estimated payments for maintenance and construction contract work to be performed in the appropriation fiscal year. The allotments shall be multi-year allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in subdivision (2) above. Payment for highway maintenance and construction work performed pursuant to contract in any fiscal year other than the current fiscal year will be subject to appropriations by the General Assembly. Highway maintenance and construction contracts shall contain a schedule of estimated completion progress and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any highway maintenance or construction contract and any highway maintenance or construction contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the Contractor shall be given a written notice of termination at least 60 days before completion of schedule work for which funds are available. In the event of termination, the Contractor shall be paid for the work already performed in accordance with the contract specifications”.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13, Item E, of the 2006 North Carolina Department of Transportation *Standard Specifications for Roads and Structures*.

The Department of Transportation's schedule of estimated completion progress for this project as required above is as follows:

<u>Fiscal Year</u>	<u>Progress (Dollar Value)</u>
2007 (1/01/07 – 6/30/07)	10 % of Total Amount Bid
2008 (7/01/07 – 6/30/08)	20 % of Total Amount Bid
2009 (7/01/08 – 6/30/09)	20 % of Total Amount Bid
2010 (7/01/09 – 6/30/10)	20 % of Total Amount Bid
2011 (7/01/10 – 6/30/11)	20 % of Total Amount Bid
2012 (7/01/11 – 12/31/11)	10 % of Total Amount Bid

EXECUTION OF SIGNATURE SHEETS AND DEBARMENT CERTIFICATION (9-7-05)

The Proposer's attention is directed to the various sheets contained herein which are to be signed by the Proposer. A list of these sheets is shown below. The signature sheets are located behind the item sheet(s) contained herein. The NCDOT bid bond form is available on-line at: <http://ncdot.org/doh/forms/files/bidbond.pdf> or by contacting the Records and Documents office at 919-250-4124.

1. Applicable Signature Sheets: 1, 2, 3, 4, 5, or 6 (Bid)
2. Bid Bond

The Proposer shall certify to the best of their knowledge all subcontractors, material suppliers and vendors utilized herein current status concerning suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, in accordance with the "Debarment Certification" located behind the signature sheets in the proposal forms. Execution of the bid signature sheets in conjunction with any applicable statements concerning exceptions, when such statements have been made on the "Debarment Certification", constitutes the Proposer's certification of "status" under penalty of perjury under the laws of the United States.

SUBMISSION OF PROPOSAL

The Proposer's attention is directed that each Proposer shall comply with the following requirements in order for their Proposal to be responsible and considered for award.

1. The Proposer shall deliver the Proposal to the place indicated, and prior to the time indicated in the Request for Proposals.
2. The Proposal documents shall be signed by an authorized employee of the Proposer.
3. The Proposal shall be accompanied by Bid surety in the form of a Bid bond or Bid deposit.
4. The Proposer shall complete the form Listing of MB/WB Subcontractors contained elsewhere in this proposal in accordance with the Project Special Provision "Minority and Women Business."
5. The Proposal shall address all the requirements as specified in the Request For Proposal document.

In addition to the above requirements, failure to comply with any of the requirements of Articles 102-8, 102-9, 102-10 or 102-11 of the 2006 Standard Specifications may result in a Proposal being rejected.

MINORITY AND WOMEN BUSINESS

Policy

It is the policy of the North Carolina Department of Transportation that minority and women businesses shall have the maximum opportunity to participate in the performance of contracts financed by Non-Federal Funds.

The contractor is also encouraged to give every opportunity to allow MB/WB participation including Supplemental Agreements.

Obligation

The contractor and any subsequent Subcontractor shall ensure that minority and women businesses have the maximum opportunity to participate in the performance of the work included in this contract. The contractor and any subsequent Subcontractor shall take all necessary and reasonable steps to ensure that minority and women businesses have the maximum opportunity to compete for and perform a portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. Failure on the part of the contractor to carry out the requirements set forth herein shall constitute a breach of contract and after proper notification, may result in award disqualification, termination of the contract, disqualification from bidding, or other appropriate remedy.

Goals

Pursuant to the requirements of North Carolina *General Statute 136-28.4*, the following goals for participation are established for this contract:

Minority Business Enterprises	5 % of the maintenance contract costs
Women Business Enterprises	3 % of the maintenance contract costs

This goal is to be met through utilization of highway maintenance contractors. Utilization of MB/WB firms performing design-related functions are not included in this goal.

The contractor shall exercise all necessary and reasonable steps to ensure that Minority Businesses (MB) and Women Businesses (WB) participate in at least the percentage of the contract as set forth above as goals for this contract.

Listing of MB and WB Subcontractors

All bidders, at the time the bid proposal is submitted, must also submit a listing of MB and WB participation on the appropriate form (or facsimile thereof) contained elsewhere in this proposal in order for the bid to be considered responsible. Bidders must indicate the total dollar value of MB and WB participation of the contract. In the event the bidder has no MB and WB participation, the bidder is still required to indicate this on the forms by entering the word or number zero. Blank forms will not be deemed to represent zero participation. BIDS SUBMITTED WHICH DO NOT HAVE MB AND WB PARTICIPATION INDICATED ON THE APPROPRIATE FORM WILL NOT BE READ PUBLICLY DURING THE OPENING OF BIDS. These bids will not be considered for award by the Department and they will be returned to the bidder. Bidders have the option of submitting their MB and WB participation in an abbreviated format as required in Paragraph A below, or the bidders may submit their MB and WB participation in the additional detail required by Paragraph B below. In the event the bidder

elects to submit MB and WB participation in accordance with Paragraph A and is determined to be the apparent lowest responsive bidder, that bidder must deliver to the Department no later than 12:00 noon of the sixth day following the opening of bids, a detailed MB and WB submittal as required by Paragraph B below.

Only those MB and WB firms with current certification by the Department will be considered acceptable for listing in the bidders submittal of MB and WB participation.

- A. The contractor shall indicate on the form for listing of MB and WB Subcontractors the following required information:
- (1) The names of MB and WB firms committed to participate in the contract;
 - (2) The Contract Item Numbers of work to be performed by each MB and WB firm; and
 - (3) The total dollar amount to be paid to each MB and WB based on agreed upon unit prices.
- B. In lieu of submitting the information required by (A) above, the bidder may submit the detailed information required below along with the bid proposal form.
- (1) The names of MB and WB firms committed to participate in the contract;
 - (2) The Contract Item Numbers and Contract Item Descriptions and agreed upon unit prices of work to be performed by each MB and WB firm; and
 - (3) The total dollar amount to be paid to each MB and WB based on agreed upon unit prices.

Failure to indicate the required information of either Part A or B on the specified form will cause the bid to be considered non-responsible and it may be rejected.

The Department will not allow any substitutions, deletions, or other alterations to the listing of firms committed for MB and WB participation and/or the respective listed contract item numbers after opening of bids. The Department will not allow adjustments to total dollar amount of MB and/or WB participation after the opening of bids which would result in the MB and/or WB participation being less than the contract goal. The only exceptions to the requirements of this paragraph will be: (1) to allow for replacement of a MB or WB firm that had been decertified after opening of bids, and (2) to allow alteration of the listed contract item numbers subject to the Bidder submitting sufficient documentation to verify an obvious error in the initial submittal.

- C. If the bid of the lowest responsible bidder exceeds \$500,000 and if the MB and/or WB participation submitted in response to Paragraph B exceeds the algebraic sum of the MB and WB goals by \$1000 or more, the excess will be placed on deposit by the Department for future use by the bidder. Separate accounts will be maintained for MB and WB participation and these may accumulate for a period not to exceed 24 months.

If the MB and WB participation submitted in response to Paragraph A/B does not meet or exceed the MB and WB contract goals, the apparent lowest responsive bidder shall submit information to satisfy the North Carolina Department of Transportation that sufficient reasonable efforts have been made to meet the contract goals. One complete set and nine

copies of this information must be received in the office of the State Contractual Services Engineer no later than 12:00 noon of the sixth day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms being solicited. Documentation of MB and WB quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Where the bidder fails to provide this information by the deadline, the Department may impose the following sanctions: (1) disqualify the contractor and any affiliated companies from further bidding for a period of time of no more than 90 days from the date of disqualification as established in notification by certified mail; and (2) disqualify the contractor and any affiliated companies for award of all contracts for which bids have been received and opened.

The Department will consider the following factors in judging whether or not the bidder has made adequate good faith effort:

- (1) Whether the bidder attended any pre-bid meetings that were scheduled by the Department to inform MBs and WBs of subcontracting opportunities;
- (2) Whether the bidder provided written notice to a reasonable number of specific MBs and WBs that their interest in the contract is being solicited and whether the firms solicited could have reasonably been expected to quote the work in the contract;
- (3) Whether the bidder followed up on initial solicitations of interests by contacting MBs and WBs to determine with certainty whether they were interested;
- (4) Whether the bidder selected portions of the work to be performed by MBs and WBs in order to increase the likelihood of meeting the contract goals;
- (5) Whether the bidder provided interested MBs and WBs with adequate information about the plans, specifications and requirements of the contract;
- (6) Whether the bidder negotiated in good faith with interested MBs and WBs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities;
- (7) Whether quotations were received from interested MB and WB firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable;
- (8) Whether the bidder made efforts to assist interested MBs and WBs in obtaining any required insurance or bonding that may be required by the bid proposal or by the bidder;

- (9) Whether the bidder specifically negotiated with Subcontractors to assume part of the responsibility to meet the contract MB and WB goal when the work to be sublet includes potential for MB and WB participation.

Where the apparent lowest responsible bidder fails to submit sufficient participation by MB firms to meet the contract goal, as part of the good faith effort the Department will consider allowing the bidder to withdraw funds to meet the MB goal so long as there are adequate funds available from the bidders MB bank account.

Where the apparent lowest responsive bidder fails to submit sufficient participation by WB firms to meet the contract goal, as part of the good faith effort the Department will consider allowing the bidder to withdraw funds to meet the WB goal so long as there are adequate funds available from the bidders WB bank account.

Where the apparent lowest responsive bidder fails to submit sufficient participation by MB and WB firms to meet the contract goal and upon a determination by the Goal Compliance Committee based upon the information submitted that the apparent lowest responsible bidder failed to make sufficient reasonable efforts to meet the contract goal, the Department may reject the bid.

In the event that the Department does not award the contract to the apparent lowest responsible bidder, the Department reserves the right to award the contract to the next lowest responsible bidder that can satisfy the Department that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

Directory of Certified Businesses

Included with this Proposal Form is a list of Businesses which have been certified by the North Carolina Department of Transportation. Only those MB firms with current certification may be used to meet the contract MB goal and only those WB firms with current certification may be used to meet the contract WB goal.

The listing of an individual firm certified by the Department shall not be construed as an endorsement of the firms capability to perform certain work.

Replacement of MBs and WBs

- (A) Performance Related

If any MB or WB Subcontractor indicated on the form for listing of MB and WB Subcontractors, contained elsewhere in this proposal, does not perform satisfactorily to the extent indicated or anticipated, the contractor shall take all necessary, reasonable steps to replace the MB Subcontractor with another MB Subcontractor and/or the contractor shall take all necessary, reasonable steps to replace the WB Subcontractor with another WB Subcontractor.

Any substitution of MB or WB firms after award of the contract shall be approved by the Department. The Contractor shall submit any requests for substitutions through the Engineer and the request must provide a valid basis or reason for the proposed substitution.

To demonstrate necessary, reasonable efforts, the contractor shall document the steps taken to replace any MB or WB Subcontractor that is unable to perform successfully with another MB or WB Subcontractor. Such documentation shall include but not be limited to the following:

- (1) Copies of written notification to MBs/WBs that their interest is solicited in subcontracting the work defaulted by the previous MB or WB Subcontractor or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBs and WBs for specific subbids including at a minimum:
 - (a) The names, addresses, and telephone numbers of MBs and WBs that were contacted;
 - (b) A description of the information provided to MBs and WBs regarding the plans and specifications for portions of the work to be performed; and
 - (c) A statement of why additional agreements with MBs and WBs were not reached.
- (3) For each MB or WB contacted but rejected as unqualified, the reasons for the contractor's conclusion.
- (4) Efforts made to assist the MBs and WBs contacted, if needed, in obtaining bonding or insurance required by the contractor.

Failure of the contractor to demonstrate reasonable efforts to replace a MB or WB firm that does not perform as intended or anticipated, shall be just cause to disqualify the Contractor from further bidding for a period of up to 6 months after notification by certified mail.

(B) Decertification

1. If the Department has approved a Request for Subcontract for a particular MB or WB Subcontractor and that MB or WB Subcontractor is subsequently decertified by the Department; then the Department will not require the Contractor to solicit replacement MB or WB participation equal to the remaining work to be performed by the decertified firm.
2. If a Contractor has listed a MB or WB firm in the low bid submittal and the MB or WB firm is decertified prior to the Department approving a Request for Subcontract for the named MB or WB firm, the Contractor may be required to make a good faith effort to:
 - (a) Replace the decertified firm with a certified firm, or
 - (b) To obtain replacement MB or WB participation in other areas of work.

Definitions

- (A) For purposes of this provision, the following definition will apply:

Minority Business or MB means a small business concern, which is owned and controlled by one or more minorities. Except that such term shall not include any concern or group of concerns controlled by the same minority or minorities which has average annual gross

receipts over the preceding 3 fiscal years in excess of \$14,000,000, as adjusted by the Department for inflation. For the purposes of this part, owned and controlled means a business:

- (a) Which is at least 51 percent owned by one or more minorities or in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities; and
 - (b) Whose management and daily business operations are controlled by one or more such individuals.
- (B) Minority is defined as a citizen or lawful permanent resident of the United States and who is:
- (1) Black (a person having origins in any of the black racial groups of Africa);
 - (2) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 - (4) American Indian
- (C) Women Business or WB means a small business concern, which is owned and controlled by one or more women. Except that such term shall not include any concern or group of concerns controlled by the same woman or women which has average annual gross receipts over the preceding 3 fiscal years in excess of \$14,000,000, as adjusted by the Department for inflation. For the purposes of this part, owned and controlled means a business:
- (1) Which is at least 51 percent owned by one or more women or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more of the women who own it.

Counting MB/WB Participation Toward Meeting the MB/WB Goal

- (A) If a firm is determined to be an eligible MB or WB firm and certified by the Department, the total dollar value of the participation by the MB or WB will be counted toward the appropriate MB or WB goal. The total dollar value of participation by a certified MB or WB will be based upon unit prices agreed upon by the contractor and MB or WB Subcontractor.
- (B) The contractor may count toward its MB or WB goal a portion of the total dollar value of participation with a joint venture, eligible under the standards of this provision, equal to the percentage of the ownership and controls of the MB or WB partner in the joint venture.

- (C) (1) The contractor may count toward its MB or WB goal only expenditures to MBs or WBs that perform a commercially useful function in the work of a contract. A MB or WB is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a MB or WB is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, and other relevant factors.
- (2) Consistent with normal industry practices, a MB or WB may enter into subcontracts. If a MB or WB Contractor or Subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the MB or WB shall be presumed not to be performing a commercially useful function. The MB or WB may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption shall be final.
- (D) A Contractor may count toward its MB or WB goal 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from MB or WB regular dealer and 100 percent of such expenditures to a MB or WB manufacturer.
- (1) For purposes of this provision, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
- (2) For purposes of this provision, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.
- (E) A contractor may count toward its MB or WB goal the following expenditures to MB or WB firms that are not manufacturers or regular dealers:
- (1) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- (2) The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Department to be

reasonable and not excessive as compared with fees customarily allowed for similar services.

- (3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Reports

Within 30 days after receipt of materials, supplies, or services from MBs or WBs, not otherwise documented by Request for Subcontracts (RS-1A/RS-1B), the Contractor shall furnish to the Engineer appropriate documentation (canceled checks, paid invoices, etc.) to verify expenditures with MB and WB concerns. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for MB or WB credit.

All requests for subcontracts involving MB or WB Subcontractors shall be accompanied by a certification executed by both the Contractor and the MB or WB Subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This document shall be on the Departments Form RS-1-D, or in lieu of using the Department's Form, copies of the actual executed agreement between the Contractor and the MB or WB Subcontractor may be submitted. In any event, the Department reserves the right to require copies of actual subcontract agreements involving MB and WB Subcontractors.

The RS-1-D certification forms may be obtained from the Engineer. These certifications shall be considered a part of the project records, and consequently will be subject to any penalties under State Law associated with falsifications of records related to projects.

Reporting Minority Business Enterprise or Women Business Enterprise Participation

When payments are made to Minority Business Enterprise firms or Women Business Enterprise firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor) shall provide the Engineer with an accounting of said payments. This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list. The accounting shall list for each payment made to a MB/WB Enterprise firm the following:

- DOT Project Number
- Payee Contractor Name
- Receiving Contractor or Material Supplier
- MB/WB Certification Basis, e.g., Woman Owned, Native American, African American, etc.
- Amount of Payment
- Date of Payment

A responsible fiscal officer of the payee Contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Engineer.

SMALL BUSINESS ENTERPRISES

In addition to MB and WB utilization, the contractor is strongly encouraged to utilize Small Business Enterprises throughout this project. Any payments made to certified Small Businesses shall be reported as outlined in the Project Special Provision "Minority and Women Business."

COOPERATION BETWEEN CONTRACTORS

The Contractor's attention is directed to Article 105-7 of the 2006 Standard Specifications. A contract for a truck bypass system at weigh stations may be in effect during the life of this contract. The maintenance of all equipment installed as a part of the truck bypass system contract is the responsibility of the other contractor, but may require coordination between contractors. For all other projects, the Contractor is responsible for monitoring NCDOT websites for current and upcoming projects that may exist within, above or below the interstates within the project boundaries.

The interstate rehabilitation projects, I-4720 and I-4721A&B, are currently programmed to occur within the contract period, which may reduce certain maintenance and repair expenditures required as part of this contract. The Department makes no guarantee that these projects will occur within this contract period nor that these projects will reduce maintenance or repair expenditures incurred by this Contractor.

The Contractor on this project shall cooperate with other Contractors working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

BID DOCUMENTATION (5/6/04)**General**

The successful Proposer (Contractor) shall submit the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation used to prepare the Price Proposal for this contract to the Department. Such documentation shall be placed in escrow with a banking institution or other bonded document storage facility selected by the Department and preserved by that institution or facility as specified in the following sections of this provision.

Bid Documentation

The term "bid documentation" as used in this provision means all written information, working papers, computer printouts, electronic media, charts, and all other data compilations which contain or reflect information, data, and calculations used by the Proposer in the preparation of their Price Proposal. The term "bid documentation" includes, but is not limited to, Contractor equipment rates, Contractor overhead rates, labor rates, efficiency or productivity factors, arithmetical calculations, and quotations from subcontractors and material suppliers to the extent that such rates and quotations were used by the Proposer in formulating and determining the Price Proposal. The term "bid documentation" also includes any manuals, which are standard to the industry used by the Proposer in determining the bid. Such manuals may be included in the bid documentation by reference. Such reference shall include the name and date of the

publication and the publisher. The term does not include bid documents provided by the Department for use by the Proposer in bidding on this project.

Submittal of Bid Documentation

A representative of the Proposer shall deliver the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation to the Department, in a container suitable for sealing, within ten (10) days after the notice of award is received. Bid documentation will be considered a certified copy if the Proposer includes a letter to the Department from a chief officer of the company stating that the enclosed documentation is an EXACT copy of the original documentation. The letter must be signed by a chief officer of the company, have the person's name and title typed below the signature, and the signature MUST be notarized at the bottom of the letter. The Department will not execute the contract until the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation has been received by the Department. The container shall be clearly marked "Bid Documentation" and shall also show on the face of the container the Proposer's name, Proposer's address, the date of submittal, the Project Number, and the County.

Affidavit

In addition to the bid documentation, an affidavit signed under oath by an individual authorized by the Proposer to execute the bid shall be included. The affidavit shall list each bid document with sufficient specificity so a comparison may be made between the list and the bid documentation to ensure that all of the bid documentation listed in the affidavit has been enclosed. The affidavit shall attest that the affiant has personally examined the bid documentation, that the affidavit lists all of the documents used by the Proposer to determine the bid for this project, and that all such bid documentation has been included.

Verification

Upon delivery of the bid documentation, the Department's Contract Officer and the Proposer's representative will verify the accuracy and completeness of the bid documentation compared to the affidavit. Should a discrepancy exist, the Proposer's representative shall immediately furnish the Department's Contract Officer with any other needed bid documentation. The Department's Contract Officer upon determining that the bid documentation is complete will, in the presence of the Proposer's representative, immediately place the complete bid documentation and affidavit in the container and seal it. Both parties will deliver the sealed container to a banking institution or other bonded document storage facility selected by the Department for placement in a safety deposit box, vault, or other secure accommodation.

Duration and Use

The bid documentation and affidavit shall remain in escrow until 60 calendar days from the time the Contractor receives the final estimate; or until such time as the Contractor gives written notice of intent to file a claim, files a written claim, files a written and verified claim, or initiates litigation against the Department related to the contract; or until authorized in writing by the Contractor. Upon the giving of written notice of intent to file a claim, filing a written claim, filing a written and verified claim, or the initiation of litigation by the Contractor against the Department, or receipt of a letter from the Contractor authorizing release, the Department may

obtain the release and custody of the bid documentation. If the bid documentation remains in escrow sixty (60) calendar days after the time the Contractor receives the final estimate and the Contractor has not filed a written claim, filed a written and verified claim, or has not initiated litigation against the Department related to the contract, the Department shall instruct the banking institution or other bonded document storage facility to release the sealed container to the Contractor.

The Proposer certifies and agrees that the sealed container placed in escrow contains all of the bid documentation used to determine the bid and that no other bid documentation shall be relevant or material in litigation over claims brought by the Contractor arising out of this contract.

Failure to Provide Bid Documentation

The Proposer's failure to provide the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation within 10 days after the notice of award is received may be just cause for rescinding the award of the contract and may result in the removal of the Proposer from the Department's list of qualified Proposers for a period up to 180 days. Award may then be made to the next lowest responsible Proposer or the work may be readvertised and constructed under the contract or otherwise, as the Board of Transportation may decide.

Escrow Agreement

The Proposer will be required to sign an Escrow Agreement within 10 days after receipt of the notice of award. A copy of this Escrow Agreement document will be mailed to the Proposer with the notice of award for informational purposes. The Proposer and Department will sign the Escrow Agreement at the time that the bid documentation is delivered to a Banking Institution or other facility as outlined above. The Proposer's failure to sign the Escrow Agreement at the time the bid documentation is delivered may be just cause for rescinding the award of the contract and may result in the removal of the Proposer from the Department's list of qualified Proposers for a period up to 180 days. Award may then be made to the next lowest responsible Proposer or the work may be readvertised and constructed under the contract or otherwise, as the Board of Transportation may decide.

Confidentiality of Bid Documentation

The bid documentation and affidavit in escrow are, and will remain, the property of the Proposer. The Department has no interest in, or right to, the bid documentation and affidavit other than to verify the contents and legibility of the bid documentation unless the Contractor gives written notice of intent to file a claim, files a written claim, files a written and verified claim, or initiates litigation against the Department. In the event of such written notice of intent to file a claim, filing of a written claim, filing a written and verified claim, or initiation of litigation against the Department, or receipt of a letter from the Contractor authorizing release, the bid documentation and affidavit may become the property of the Department for use in considering any claim or in litigation as the Department may deem appropriate.

Any portion or portions of the bid documentation designated by the Proposer as a "trade secret" at the time the bid documentation is delivered to the Department's Contract Officer shall be protected from disclosure as provided by *General Statutes 132-1.2*.

Cost and Escrow Instructions

The cost of the escrow will be borne by the Department. The Department will provide escrow instructions to the banking institution or other bonded document storage facility consistent with this provision.

Payment

There will be no separate payment for all costs of compilation of the data, container, or verification of the bid documentation. Payment at the monthly lump sum price for the project will be full compensation for all such costs.

TWELVE-MONTH GUARANTEE

The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following completion of the initial, and if applicable, second term, of the contract. The Contractor shall replace such defective materials and workmanship without cost to the Department.

Where items of equipment or material carry a manufacturer's guarantee for any period that survives the end of the contract, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee.

This provision shall not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work for which the Department would normally compensate the Contractor.

The Contractor may offer additional or specific warranties beyond that required by this special provision. Such additional warranties will be considered in the evaluation of the Technical Proposals.

OUTSOURCING OUTSIDE THE USA

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

Outsourcing for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

BOOKS AND RECORDS

The Contractor shall retain all books, records and other documents relative to this Contract for three (3) years after expiration of the last contract term, except that books, records and other documents relating to any items unpaid or in dispute as of the date of expiration of the Term shall be retained for three (3) years after final payment of such amounts. The Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any said materials during said period.

NCDOT GENERAL SEED SPECIFICATIONS FOR SEED QUALITY

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. Of Seed</u>	<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. of Seed</u>
Blessed Thistle	4 seeds	Bermudagrass	27 seeds
Cocklebur	4 seeds	Cornflower (Ragged Robin)	27 seeds
Spurred Anoda	4 seeds	Texas Panicum	27 seeds
Velvetleaf	4 seeds	Bracted Plantain	54 seeds
Morning-glory	8 seeds	Buckhorn Plantain	54 seeds
Corn Cockle	10 seeds	Broadleaf Dock	54 seeds
Wild Radish	12 seeds	Curly Dock	54 seeds
Purple Nutsedge	27 seeds	Dodder	54 seeds
Yellow Nutsedge	27 seeds	Giant Foxtail	54 seeds
Canada Thistle	27 seeds	Horsenettle	54 seeds

Field Bindweed	27 seeds	Quackgrass	54 seeds
Hedge Bindweed	27 seeds	Wild Mustard	54 seeds

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed or more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVE BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)	Bermudagrass
Kobe Lespedeza	Browntop Millet
Korean Lespedeza	German Millet - Strain R
Weeping Lovegrass	Centipedegrass
Carpetgrass	Clover - Red/White/Crimson

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)
Kentucky Bluegrass (all approved varieties)
Hard Fescue (all approved varieties)
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Crownvetch
Japanese Millet
Reed Canary Grass

Pensacola Bahiagrass
Switchgrass

Minimum 65% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 60% pure live seed will not be approved.

Little Bluestem
Switchgrass

Minimum 75% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Big Bluestem

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 73% pure live seed will not be approved.

Indiangrass

NCDOT seed mixtures can be found at:

www.ncdot.org/doh/operations/dp_chief_eng/roadside/soil_water/special_provisions.

Any and all seed substitutes must be pre-approved by the Division Roadside Environmental Engineer.

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

Within quarantined area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a quarantined county

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

MINIMUM WAGES

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, State or Federal. It is the responsibility of the Contractor to keep himself fully informed of all Federal and State Laws affecting this contract.

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*EXECUTIVE NUMBER 11246*)

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project or the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in *41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%

Bertie County
Camden County
Chowan County
Gates County
Hertford County
Pasquotank County
Perquimans County

Area 024 31.7%

Beaufort County
Carteret County
Craven County
Dare County
Edgecombe County
Green County
Halifax County
Hyde County

Area 026 33.5%

Bladen County
Hoke County
Richmond County
Robeson County
Sampson County
Scotland County

Area 027 24.7%

Chatham County
Franklin County
Granville County
Harnett County
Johnston County
Lee County
Person County
Vance County
Warren County

Area 029 15.7%

Alexander County
Anson County
Burke County
Cabarrus County
Caldwell County
Catawba County
Cleveland County
Iredell County
Lincoln County
Polk County
Rowan County
Rutherford County
Stanly County

Area 0480 8.5%

Buncombe County
Madison County

Jones County
Lenoir County
Martin County
Nash County
Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County
New Hanover County

Area 2560 24.2%

Cumberland County

Area 028 15.5%

Alleghany County
Ashe County
Caswell County
Davie County
Montgomery County
Moore County
Rockingham County
Surry County
Watauga County
Wilkes County

SMSA Areas

Area 6640 22.8%

Durham County
Orange County
Wake County

Area 1300 16.2%

Alamance County

Area 030 6.3%

Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County
Transylvania County
Yancey County

Area 3120 16.4%

Davidson County
Forsyth County
Guilford County
Randolph County
Stokes County
Yadkin County

Area 1520 18.3%

Gaston County
Mecklenburg County
Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

ERRATA

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

Division 1

- Page 1-1, replace AREA - American Railway Engineering Association with ***American Railway Engineering and Maintenance of Way Association***.
- Page 1-7, remove **-L-** in middle of page after INVITATION TO BID and before LABORATORY.
- Page 1-21, Article 102-11, add **(A) Paper Bids** under the 2nd paragraph, just prior to No bid will be considered or
- Page 1-22, Article 102-11, change (A) to **(B)**
- Page 1-25, (R) move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

Division 2

- Page 2-23, Subarticle 235(B)(9), at the end of the sentence, replace finished greater with finished ***grade***.

Division 3

- Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable ***Fill***

Division 4

- Page 4-70, 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide **6**.
- Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section **450**.
- Page 4-79, at the top of the page, substitute the heading Section 450 with Section **452**
- Page 4-80, change 452-7 to 452-**6** at the top of the page.
- Page 4-80, change Pay Item ___Steel Pile Retaining Walls, to ***Sheet*** Pile Retaining Walls.

Division 6

- Page 6-3, Article 600-9, 3rd Paragraph, replace 818-5 with 818-**4**.
- Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).
- Page 6-43, Article 610-8, 4th paragraph, remove the first ***the***
- Page 6-44, 2nd full paragraph, 1st sentence, delete the first ***and*** and add ***transverse*** just before cross-slope control.
- Page 6-51, at the top of the page, add **610-14** on the same line, and just before the heading MAINTENANCE.

- Page 6-66, title, Replace EXISTNG with **EXISTING**
- Page 6-67, at the top of the page, substitute the heading Section 654 with Section **657**.
- Page 6-89, Add a period at the end of the last sentence at the bottom of the page.
- Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to **50°F**; third paragraph, fourth sentence change 325oF to **325°F**.

Division 7

- Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.
- Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to **710-10(B)**.

Division 8

- Page 8-35, Article 848-2, Item: Replace Cncrete with **Concrete**

Division 9

- Page 9-2, add **901-3** just before CONSTRUCTION METHODS.

Division 10

- Page 10-12, near bottom of page add **(C)** before Proportioning and Mixing of Modified Compositions, which should be bold type.
- Page 10-28, at the top of the page, substitute Section 1006 for 1005.
- Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.
- Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
45 lb	75 lb	--	--	75 lb

- Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add **or** just before cold-forged sleeve.
- Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section **1072**.
- Page 10-211, at the top of the page, substitute Section 1081 with Section **1082**.
- Page 10-229, add **1088-6 BLANK** on the line above 1088-7 TUBULAR MARKERS.
- Page 10-244, add **1089-10 BLANK** and **1089-11 BLANK** on the lines just above 1089-12 FLAGGER.
- Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

Division 12

- Page 12-21 Add **1266-2** just before the heading MATERIALS.

Division 15

- Page 15-2 add **1500-4** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.
- Page 15-5, add **1505-6** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)
- Page 15-8, add 1510-4 on the same line and just before the heading MEASUREMENT AND PAYMENT.
- Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just after 1515-4.
- Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements
- Page 15-22, add **1540-3** on the same line and just before the heading CONSTRUCTION REQUIREMENTS

Division 16

- Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

***** CONTRACTOR PROPOSAL AND EVALUATION *******GENERAL**

The Contractor shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract and shall save the State harmless and shall be fully liable for any additional costs and all claims against the State which may arise due to errors, omissions and negligence of the Contractor or its subcontractors in performing the work. The Contractor shall certify all plans, specifications, estimates and engineering data furnished by the Contractor's team.

All work by the Contractor shall be performed in a manner satisfactory to the State and in accordance with the established customs, practices, and procedures of the North Carolina Department of Transportation, and in conformity with the standards adopted by the American Association of State Highway Transportation Officials, and approved by the U.S. Secretary of Transportation as provided in Title 23, U.S. Code, Section 109 (b). The decision of the Engineer shall control in all questions regarding location, design, and similar questions.

NO CONTACT CLAUSE

To ensure that information is distributed equitably to all short-listed Proposers, all questions and requests for information shall be directed to the State Contract Officer through the Interstate Maintenance e-mail address. This procedure precludes any Contractor, subcontractor, or representative, from contacting representatives of the Department, other State Agencies or Federal Agencies either by phone, e-mail or in person concerning this Interstate Maintenance Project.

DESIGN REFERENCES

Design references may be needed during the course of this contract. Any design references developed and published by NCDOT or developed and published by other agencies and adopted for use by NCDOT may be obtained by contacting the Contract Office of the Project Services Unit. Standard prices for materials, which the Department normally sells for a fee, will be in effect. The Contractor is responsible for designing in accordance with the applicable documents and current revisions and supplements thereto.

REVIEW OF DESIGN SUBMITTALS

The Department will be responsible for all design work necessary to make emergency repairs or collision damage repairs. The Contractor will be responsible for all traffic control plans. Traffic control submittals shall be sealed by a Professional Engineer licensed in the State of North Carolina and submitted in accordance with the document entitled "*Design-Build Submittal Guidelines*", which by reference is incorporated and made a part of this contract. This document is available through the following website:

www.ncdot.org/~designbuild

Design submittals will be reviewed within 10 working days from the date of receipt by NCDOT. All submittals shall be made simultaneously to the Engineer and the State Alternative Delivery Engineer.

ETHICS POLICY

Employees employed by the Contractor or subcontractors to provide services for this project shall comply with the Department's ethics policy. Failure to comply with the ethics policy will result in the employee's removal from the project and may result in removal of the Contractor from consideration on future Department contracts.

APPROVAL OF PERSONNEL

The Contractor shall not change team members or subcontractors identified in the Technical Proposal without written consent of the Engineer. In addition, subcontractors not identified in the Statement of Qualifications or Technical Proposal shall not perform any work without written consent of the Engineer. The Department will have the right to approve or reject any personnel assigned to the project by the Contractor.

Key Contractor team members identified in the Statement of Qualifications shall not be modified in the Technical Proposal without written approval of the Department. Any such request should be sent to:

Randy Garris, PE
NCDOT-Project Services Unit
Century Center-Building B
1020 Birch Ridge Drive
Raleigh, NC 27610

The Contractor or any subcontractor which are employed to provide services for this project shall not discuss employment opportunities or engage the services of any person or persons, now in the employment of the State during the time of this contract, without written consent of the State.

In the event of engagement, the Contractor or its subcontractors shall restrict such person or persons from working on any of the Contractor's contracted projects in which the person or persons were "formerly involved" while employed by the State. The restriction period shall be for the duration of the contracted project with which the person was involved. Former Involvement shall be defined as active participation in any of the following activities:

- Drafting the contract
- Defining the scope of the contract
- Selection of the Contractor
- Negotiation of the cost of the contract (including calculating manhours or fees); and
- Administration of the contract.

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation.

Failure to comply with the terms stated above in this section may be justification for removing the Contractor from further consideration for this project and disqualification from submitting on future Department contracts.

SUBMITTAL OF TECHNICAL AND PRICE PROPOSALS

Technical and Price Proposals will be accepted until **4:00 P.M. Local Time on Friday September 1, 2006**, at the office of the State Contract Officer:

Mr. Randy A. Garris, PE
Project Services Unit
1020 Birch Ridge Drive
Century Center Complex Bldg. B
Raleigh, NC

No Proposals will be accepted after the time specified.

Proposals shall be submitted in 2 separate, sealed parcels containing the Technical Proposal in one and the Price Proposal in the other parcel.

Technical Proposals shall be submitted in a sealed package. The outer wrapping shall clearly indicate the following information:

Technical Proposal
Submitted By: (Contractor's name)
WBS Number 40682
Mecklenburg, Gaston, Cabarrus & Cleveland Counties
I-85, I-77, I-485 & I-277 Interstate Maintenance Contract

Technical Proposal Requirements
15 Copies
8 ½ inch by 11 inch pages
Printed on one side only
Double-spaced
Font size 12
No more than 50 pages

Price Proposals shall be submitted in a sealed package. The outer wrapping will clearly indicate the following information:

Price Proposal
Submitted by (Contractor's Name)
WBS Number 40682
Mecklenburg, Gaston, Cabarrus & Cleveland Counties
I-85, I-77, I-485 & I-277 Interstate Maintenance Contract

The Price Proposal shall be submitted by returning the Request for Proposals with the item sheets completed, and all required signatures and bonds. Failure to execute the required documents may render the proposal non-responsive.

EVALUATIONS

Technical Proposals shall address the elements of the routine maintenance of the project. The Technical Review Committee will consider the understanding of the project, the anticipated problems and the solutions to those problems.

The Contractor's Technical Proposal shall be developed using narratives, tables, charts, plots, drawings and sketches as appropriate. The purpose of the Technical Proposal is to document the Contractor's understanding of the project, their selection of appropriate subcontractors, and their approach for completing all maintenance and repair activities.

The award of the Interstate Maintenance contract does not in any way imply that the Department accepts or approves the details of the Technical Proposal submitted by the Contractor. The Technical Proposals will be evaluated in each of the following areas:

Quality Credit Evaluation Factors for Technical Proposals

Management	20
Responsiveness to Request for Proposal	40
Maintenance of Traffic and Safety Plan	20
Timeliness Requirements and Tracking	15
Oral Interview	5

TECHNICAL PROPOSAL EVALUATION CRITERIA**1. Management – 20 points*****Interstate Maintenance Management – 20 points***

- Describe the Contractor's concept of maintenance management. The proposal shall identify key positions and subordinate organizational units. The proposal shall also address overall staffing expectations to ensure that proper and timely maintenance and repair functions are completed. Provide an organizational chart that illustrates the various subcontractors and key personnel.
- Provide a description of the proposed location of the Contractor's office(s) and their respective responsibilities.
- Describe how the Contractor's team will interact with Department personnel, State Highway Patrol, Fire and Rescue, and other agencies as needed.
- Describe the overall strengths of the Contractor's organization, including subcontractors, and their ability to fulfill the requirements of this contract.
- Descriptions of those categories of work that the Contractor anticipates will be self-performed and those categories that will be performed by subcontractors.
- Describe in general terms the resources that the Contractor's team will have or make available for this project.

2. Responsiveness to RFP – 40 points***General - 15 Points***

- Describe the Contractor's understanding of the major components and issues surrounding this contract.

- Provide a brief description of the Contractor's proposed plan for performing maintenance and repairs on the project. This description shall include any items that the Contractor is responsible for that are not specifically mentioned in the RFP.
- Describe any initial condition assessment that the Contractor has performed within the project limits, highlighting those work elements that are viewed as severely below the performance targets contained herein.
- Describe innovative approaches that have been used on other projects or will be used to fulfill the maintenance needs throughout this project.
- Describe the Contractor's philosophy, abilities, and approach to assessing and collecting funds as third party claims.

Quality Management - 15 Points

- Describe how the Contractor's team will ensure achievement of the performance criteria specified herein. Include a narrative describing the Contractor's understanding of the Department's quality control philosophy.
- Include a Quality Management Plan as discussed elsewhere in this RFP.
- Describe the Contractor's approach to overall quality control and quality assurance.
- Describe how the Contractor will track and evaluate their performance.
- Describe the reporting or tracking techniques that the Contractor will use to ensure timely and quality maintenance services on this project.
- Describe the methods the Contractor will use to ensure quality across the large geographic area and diverse traffic conditions across this project.
- Describe any specific approaches, methods, or materials that will be used to provide long-term solutions to maintenance and repair problems in order to minimize the Department's cost after the period of this contract.
- Describe any additional warranties that the Contractor may offer other than those required herein.

Minority & Women's Business Enterprises and Small Businesses - 5 Points

- Describe the Contractor's approach to ensuring that MB/WB and Small Businesses will have opportunities to participate in the various aspects of the project.
- Describe the Contractor's commitment to maintaining a high level of MB/WB and Small Business involvement throughout the life of the contract.

Natural Environmental Responsibility – 5 Points

- Describe the Contractor's approach to environmental concerns within the project.
- Describe the Contractor's understanding of the overall approach to permitting and their comfort level with obtaining any required permits.
- Describe any Notice of Violations (NOV's) or Immediate Corrective Actions (ICA's) the Contractor has received and the disposition of any NOV's or ICA's.
- Describe the Contractor's approach to Sedimentation and Erosion Control for the project.

3. Maintenance of Traffic and Safety Plan – 20 points***Maintenance of Traffic***

- Describe the Contractor's approach to any traffic control that will be used for each maintenance operation. Describe how traffic will be maintained as appropriate and describe the Contractor's understanding of the traffic control time restrictions noted elsewhere in the RFP.

Safety Plan

- Describe the safety considerations specific to the project.
- Discuss the Contractor's overall approach to safety.

4. Timeliness Requirements and Tracking – 15 points

- Describe the Contractor's approach to meeting all timeliness requirements within this contract.
- Describe the Contractor's specific approach to the timeliness of incident response.
- Describe the Contractor's approach to tracking and addressing customer service issues.
- Describe the Contractor's approach to tracking work progress and asset conditions.

5. Oral Interview – 5 points

- The Contractor's team shall present a brief introduction of the project team and maintenance approach.
- Introductory comments shall be held to no more than 30 minutes.
- The Department will use this interview to ask specific questions about the Contractor's background, philosophies, and approach to the project.
- Presentation, questions, and answers shall not exceed 90 minutes. No more than 10 people from the Contractor's team may attend.
- The Department will use the information presented in the oral interview to assist in the evaluation of the Technical Proposal.

SELECTION PROCEDURE

There will be a Technical Review Committee (TRC) composed of NCDOT personnel that will evaluate the Technical Proposal on the basis of the criteria provided in the Request for Proposals.

The selection of a Contractor will involve both technical quality and price. The technical proposals will be presented to the TRC for evaluation. The TRC shall first determine whether the proposals are responsive to the requirements of the Request for Proposals. Each responsive technical proposal shall be evaluated based on the rating criteria provided in the Request for Proposals. The TRC will submit an overall technical proposal score for each Contractor to the State Contract Officer. A maximum quality credit percentage will be assigned for each project, as determined by the TRC.

Quality Credit Evaluation Factors for Technical Proposals

Management	20
Responsiveness to Request for Proposal	40
Maintenance of Traffic and Safety Plan	20
Timeliness Requirements and Tracking	15
Oral Interview	5

The State Contract Officer will use a table based on the maximum quality credit percentage to assign a Quality Credit Percentage to each proposal based on the proposal's overall technical score. The maximum percentage for this project will be **20%**.

Quality Credit Percentage for Technical Proposals

Technical Score	Quality Credit (%)	Technical Score	Quality Credit (%)
100	20	89	9
99	19	88	8
98	18	87	7
97	17	86	6
96	16	85	5
95	15	84	4
94	14	83	3
93	13	82	2
92	12	81	1
91	11	80	0
90	10		

If any of the Technical Proposals were considered non-responsive, the State Contract Officer will notify those Contractors of that fact. The State Contract Officer shall publicly open the sealed Price Proposals and multiply each Contractor's Total Price Proposal for "Maintenance Services Excluding Snow and Ice Removal" by the Quality Credit Percentage earned by the Contractor's Technical Proposal to obtain the Quality Value of each Contractor's Technical Proposal. The Quality Value will then be subtracted from each Contractor's Total Price Proposal for "Maintenance Services Excluding Snow and Ice Removal" to obtain an Adjusted Price based upon Price and Quality combined. Unless all Proposals are rejected, the Department will recommend to the State Board of Transportation that the Contractor having the lowest Adjusted Price be awarded the contract. The cost of the maintenance contract will be the amount received as the Total Price Proposal. The following table shows an example of the calculations involved in this process.

Proposal	Technical Score	Quality Credit (%)	Price Proposal (\$)	Quality Value (\$)	Adjusted Price (\$)
A	95	15	3,000,000	450,000	2,550,000
B	90	10	2,900,000	290,000	2,610,000
C *	90	10	2,800,000	280,000	2,520,000
D	80	0	2,700,000	0	2,700,000
E	70	0	2,600,000	0	2,600,000
* Successful Contractor – Contract Cost \$2,800,000					

OPENING OF PRICE PROPOSALS

Prior to opening of price proposals, the Contract Officer will provide to each Proposer their technical score in a sealed envelope. The sealed envelope will contain that Proposer's score only.

At the time and date specified the Contract Officer will open the price proposals and calculate the percentage difference between the price proposals submitted and the Engineer's Estimate.

Should all of the price proposals be within an acceptable range or below the Engineer's Estimate the Contract Officer will proceed to calculate the quality credit and publicly read the price proposal, technical score, and adjusted price as outlined in the selection procedure above.

Should any one or more of the price proposals be within an acceptable range or below the Engineer's Estimate and the remaining price proposals exceed an acceptable range of the Engineer's Estimate the Contract Officer will go to a separate location to calculate the quality credit and determine if the Proposer with the lowest adjusted price is within an acceptable range of the Engineer's Estimate. Should the price proposal of the Proposer with the lowest adjusted price be within an acceptable range of the Engineer's Estimate or below the Engineer's Estimate the Contract Officer will proceed to publicly read the price proposals, technical scores, and adjusted prices. Should the price proposal of the Proposer with the lowest adjusted price exceed an acceptable range of the Engineer's Estimate the Contract Officer will publicly read the price proposals only and the Department will then determine whether to proceed to request a Best and Final Offer (BAFO) as outlined below.

Should all price proposals submitted exceed an acceptable range of the Engineer's Estimate the Contract Officer will publicly read the price proposal only. The Department will then determine whether to proceed to request a Best and Final Offer (BAFO) as outlined below.

Provided the Department elects to proceed to request a BAFO, at the date and time specified, the Contract Officer will open the BAFO price proposals and proceed to publicly read all price proposals, technical scores and adjusted prices.

BEST AND FINAL OFFER

In the event initial price proposals exceed an acceptable range of the Engineer's Estimate or if the Department feels it is necessary for any reason the Department may choose to make

amendments to the details of the RFP and request a Best and Final Offer from all of the previously shortlisted teams. Alternately, the Department may choose to redistribute to the shortlisted firms another RFP for the project with no amendments to the RFP scope.

After receipt of the redistributed RFP, the Contractor has the option of changing their Technical Proposal details. If the Contractor changes any component of the Technical Proposal, the TRC will review those amended components of the Technical Proposal and reevaluate the scores accordingly. The Contractor shall highlight the changes to bring them to the Department's attention. A revised total score will be calculated, if appropriate, based on these amendments to the Technical Proposal.

Additional oral interviews will not be held. The Contractor will submit both a revised Price Proposal and a revised Technical Proposal (if applicable) at the time, place, and date specified in the redistributed RFP. A revised Quality Value (if required) and Adjusted Price will be determined elsewhere in the RFP. This will constitute the Contractor's Best and Final Offer. Award of the project may be made to the Proposer with the lowest adjusted price on this Best and Final Offer for the project.

***** SCOPE OF WORK *******OVERVIEW**

The requirements of this contract apply to interstate transportation facilities within the state road right of way. The Contractor shall manage and perform maintenance and repair activities associated with roadways, drainage, structures, roadside, vegetation and aesthetics, traffic services, incident response and as otherwise contained herein. The contractor shall also be responsible for any design and/or permits required to satisfy the duties required by this contract.

The scope of work for this project shall include the management and performance of maintenance and repair activities on approximately 131 center-line miles of interstate highways. The project will include management and performance of routine maintenance of, and repairs to, I-85, I-77, I-277 and I-485 in Mecklenburg, Gaston, and Cleveland Counties. In addition, the project will extend on I-85 up to and including the Southernmost exit in Cabarrus County. The contract will also include maintenance and repair activities for projects that are currently under construction and are all anticipated to be completed in 2006 or 2007. The requirements of this contract will become this Contractor's responsibility upon final acceptance of the construction project by the Department. These projects are as follows:

R-2248BB	2.3 ± miles of new six-lane section on I-485
R-2248C	4.6 ± miles of new six-lane section on I-485
R-2248D	5.5 ± miles of new six-lane section on I-485

These activities shall be performed in accordance with the Manual of Uniform Traffic Control Devices and the North Carolina supplement thereto, NCDOT Maintenance Operations Manual, NCDOT Emergency Procedures Manual, 2006 NCDOT Standard Specifications for Roads and Structures Edition, NCDOT Construction Manual, 2006 Roadway Standard Drawings, Structure Standard Drawings, NCDOT Environmental Handbook, all Design Manuals, all AASHTO design references, NCHRP 350, Sedimentation and Erosion Control for Maintenance (and Construction) Manuals, Best Management Practices for Construction and Maintenance, AASHTO Maintenance Manual, Guardrail Manual, NCDOT Vegetation Management Manual, Culvert Repair Practices Manual, Incident Response Plan, Drainage Manual, typical Special Provisions, and all other applicable manuals and provisions, which by reference are incorporated and made a part of this contract.

Areas of work required for this project shall include, but are not limited, to the following items as detailed in the Performance Criteria contained elsewhere in this RFP:

1. Shoulder and Ditches
2. Drainage
3. Roadside
4. Roadside Appurtenances
5. Traffic
6. Pavement
7. Bridge
8. Timeliness of Performance

The Contractor shall manage all assets within the project limits and perform routine maintenance, minor repairs, and collision damage repair activities as necessary. These maintenance activities will be performed at a frequency that ensures uniform and consistent compliance with the performance criteria and requirements specified herein.

The project limits are further defined as follows:

- (a) All assets located within and including the controlled access fences of the transportation facilities, unless otherwise stated within.
- (b) All interchanges, crossovers and ramps to the point at which the ramp or loop intersects the crossing facility.
- (c) All overpasses on the interstate, including bridge superstructure and substructure.
- (d) Repair of bridges over the interstate facilities necessitated by damage from traffic travelling on the interstates.
- (e) All storm water management and mitigation areas, including permanent drainage easements, associated with the highway corridor including compliance with any permit requirements.
- (f) All Rest Area and Weigh Station roadways and drainage (from entrance ramp through the parking area to exit ramp of the Rest Area) as well as area parking lot lights.
- (g) Regulatory, Warning, Informational and Facility (airport, railroad, commuter parking, rest area, welcome center) signs will be the responsibility of the Contractor.

EXCLUSIONS

This project specifically excludes:

- (a) Frontage roads
- (b) Repair or maintenance of bridges over the interstate facilities caused by anything other than damage from traffic travelling on the interstates.
- (c) Fog detection, closed circuit televisions, traffic counters, signal loops, Highway Advisory Radio (HAR) and Changeable Message Signs (CMS) and associated electronics, power and communication infrastructure.
- (d) Rest Area and Weigh Station Janitorial, Buildings, Equipment, and Grounds Maintenance
- (e) The installation and maintenance of LOGO and General Motorist Service signs are the responsibility of others.
- (f) NCDOT will perform Bridge, Culvert, roadside Sign Structure, Over Head Sign, and High Mast Light Pole Inspection in accordance with Department Standards and Specifications. NCDOT will also perform structural analyses when, as a result of routine or incident inspection, significant section loss is observed due to deterioration or damage. Nothing in this paragraph relieves the Contractor from its responsibility to make repairs deemed necessary as a result of the inspections.
- (g) Maintenance activities covered by a Municipal Agreement as provided by the Department.
- (h) All activities associated with Outdoor Advertising and requests by utility companies to control vegetation with herbicides on the right-of-way.

DEFINITIONS

Routine Maintenance is defined as the restoration of an asset, including all its appurtenances, to meet acceptable performance criteria as contained herein.

Minor repairs are defined as repairs to return an asset to a structurally sound condition (e.g., no loss of strength, functionality), but may have minor section loss, cracking, etc. Minor repairs include any activity intended to correct the effects of minor material deterioration by restoring the damaged component.

Collision Damage Repairs are defined as any repairs necessitated by collision of any type vehicle with a portion of the transportation facilities. Generally these will include third party claims to which the Contractor will be entitled as indicated elsewhere in this RFP.

Emergency Repairs are defined as those repairs necessitated by a natural disaster or as deemed necessary through exposure via a routine inspection by either the Contractor or the NCDOT. Generally these will include third party claims to which the Contractor will be entitled as indicated elsewhere in this RFP.

Typical routine maintenance activities are shown below. This list of activities **is not intended to be all inclusive** as other activities may be needed in order to meet the specified performance criteria.

Environmental Permitting	Unpaved Ditches - Clean and Reshape
Engineering Duties	Paved Ditches - Clean and Repair
Asphalt Pothole Repair (Manual)	Routine Mowing
Asphalt Pothole Repair (Mechanical)	Slope Mowing
Base Repair	Debris and Road Kill Removal
Pressure Grouting	Pavement Markings and Markers
Concrete Pavement Joint Repair	Roadside Vegetation Control
Concrete Slope Pavement Joint Repair	Tree Trimming and Removal
Concrete Pavement Surface Pothole	Landscape Area Maintenance
Repairing Non-Paved Shoulders, Front Slopes and Roadside Ditches (Manual)	Erosion and Sedimentation Control
Seeding, Fertilizing and Mulching	Storm Water Management
Reworking Non-Paved Shoulders, Front Slopes and Roadside Ditches (Mech.)	Delineators
Miscellaneous Slope and Ditch Repair	Ground Signs and all Overhead Signs
Clean Drainage Structures	Sign Cleaning

Repair Storm Drains, Side Drains, Cross Drains	Guardrail Repair
Concrete Repair	Fence Repair
Attenuator Repair	Raised Pavement Marker Replacement
Graffiti Removal	Glare Screens
Roadside Litter Removal	Incident and Emergency Response
Road Sweeping	Barrier Wall
Edging and Sweeping	Noise Walls
Highway Lighting Maintenance	Weigh Stations (roadways, drainage, lighting)
Overhead Sign	Bridge & Culvert Maintenance
Structure Maintenance	Winter Weather Event (if Snow and Ice Option is exercised by the Department)
Concrete Slab Repair and Replacement	

WORK PLANS AND REPORTS

The following plans are required of the Contractor at various times during the contract. Failure to submit any of the required documents listed below will result in withholding monthly payments to the Contractor until the acceptable documents are received by NCDOT.

Quality Management Plan

A Quality Management Plan shall be delivered as a part of the Technical proposal. The Quality Management Plan shall describe in detail how the Contractor shall monitor its own performance to ensure that the Performance Criteria are to be achieved. The Quality Management Plan shall define the procedures to ensure that all work meets or exceeds the Performance Criteria contained herein. The Quality Management Plan shall incorporate reporting procedures compatible with the NCDOT's Maintenance Management System (MMS) to ensure approval of proposed work, services and products.

Quality Management Reports

The Contractor shall furnish hard copy and electronic access to quality management reports prepared as a result of the Quality Management Plan monitoring.

Annual Implementation Work Plan

No later than 60 days after the Notice of Award, the Contractor shall deliver to the Department an Implementation Plan, in form and substance satisfactory to the Department, covering the first calendar year of the contract period. The Implementation Plan shall be broken down by month and by work element, and shall describe the expected work for the upcoming year. The Implementation Plan shall include a budget broken down by work element. In preparing the

Implementation Plan, the Contractor shall consult and coordinate with appropriate Department staff, as necessary. A revised Implementation Plan shall be presented to the Department no later than the 1st of January, each year for the duration of the contract.

Monthly Report

No later than the 15th of each month, the Contractor shall deliver to the Department a Monthly Report covering the prior month's activities and accomplishments. The report may be furnished as part of the monthly invoice for services. The Monthly Report shall describe all completed work for each specific asset type, reported by location, county and Division. The information shall also include unit of measure, mile marker, direction, GPS coordinates, length, size, type and resulting condition. The Contractor shall also provide monthly expenditures broken by work element and MB/WB and Small Business identifiers. This report shall be delivered in an electronic format compatible with the NCDOT Maintenance Management System (MMS).

Weekly Work Plan

The Contractor shall provide a Work Plan every Wednesday to the Metrolina Regional Transportation Management Center (MRTMC) and the Engineer concurrently. The Work Plan shall designate the intended work to be performed the following week. The Contractor shall include any planned lane closures in this Work Plan.

Customer Service Response Log

The Contractor shall develop, implement and maintain a Customer Service Response Log. The log shall itemize all complaints/requests, time/date of complaint, and the disposition thereof. The customer service log shall be made available to the Department for review on the first day of each month or upon request. The Contractor may use the Department's Citizen Action Reporting System (CARS) to assist in the maintenance of this log.

An intermediate contract time of forty-eight (48) hours after initial complaint will apply to all customer responses. In the event that the Contractor fails to contact the customer within forty-eight (48) hours, liquidated damages in the amount of \$500 per day, or portion thereof, will be deducted from the monies due to the Contractor.

An intermediate contract time of 14 days after initial complaint will apply to the resolution of all customer requests. In the event that the Contractor fails to resolve the customer request within 14 days, liquidated damages in the amount of \$1,000 day per day, or portion thereof, will be deducted from the monies due to the Contractor.

In some cases, NCDOT may direct the Contractor to respond to customer requests immediately.

Emergency Response Plan

The Contractor shall prepare and furnish to the Department for its review and approval an Emergency Response Plan within 30 days after the Notice of Award. This plan shall outline the Contractor's response procedures in the event of an emergency, including vehicle accidents,

hazardous materials spills, and adverse weather conditions including hurricanes, rain, snow, ice, flooding and fog. The plan shall address the Contractor's coordination procedures with the Department, the State Highway Patrol and other emergency personnel during emergency events.

Public Information Plan

The Contractor shall prepare and furnish to the Department for its review and approval a draft Public Information Plan within 60 days after the Notice of Award. Within 90 days after the Notice of Award, the Contractor shall coordinate with Department personnel, to finalize and implement the Public Information Plan. During this 90-Day period, all information regarding this contract and the services required herein shall be disseminated through the Department.

The Public Information Plan shall prescribe roles, responsibilities and procedures regarding public communications including:

- The dissemination of information regarding the Contractor's contracting approach.
- Procedures for providing information to the Travelers Information Management System (TIMS).
- The issuance of activity update bulletins.

The Contractor shall not issue press releases or otherwise communicate directly with the media (except as otherwise provided in the Public Information Plan) without the Department's approval.

The Contractor shall attend a TIMS/511 briefing within 60 days after Notice of Award.

Snow and Ice Removal Plan

In the event that the Department elects to exercise the option to include Snow and Ice Removal as part of this contract, the Contractor shall submit a Snow and Ice Removal Plan prior to September 1st of each year. The plan shall address the Contractor's procedures, equipment, materials, staging areas, manpower, communication network, priorities, and other information deemed necessary.

EMERGENCY PREPARATION RESPONSE

The Contractor shall cooperate with the Department and may be required to furnish its forces (to include subcontractors) to supplement the Department in Hurricane Preparedness, Evacuation Plans and Execution of these Plans for the duration of the event within the project limits.

INCIDENT RESPONSE

The Contractor shall respond to all incidents throughout the project limits and in accordance with the requirements herein.

The Contractor shall respond and deploy resources immediately upon notification by the MRTMC, 24 hours per day, 7 days per week, including holidays, to any incident occurring on the roadway. **Intermediate contract times of forty-five (45) minutes during work hours and sixty (60) minutes after work hours will apply to all incident responses.** In the event that the

Contractor fails to arrive on-site with all necessary manpower and equipment needed to resolve the incident within forty-five (45) minutes during work hours or within sixty (60) minutes after work hours, liquidated damages in the amount of \$1,000 per 15 minutes, or portion thereof, will be deducted from the monies due to the Contractor. For the purpose of these intermediate contract times, work hours are defined as 6:00 am to 9:00 pm, Monday through Friday. If NCDOT must respond to the incident, due to Contractor unresponsiveness, the Contractor shall be responsible for all costs incurred by NCDOT in addition to the above liquidated damages. Such costs will be also deduced from the Contractor's monthly payment.

The Contractor shall adhere to the "Incident Response Plan" provided by the Department. Included in the "Incident Response Plan" are details on public/agency notifications, incident management, how the safety of motorists will be ensured, handling of hazardous materials, coordination with Law Enforcement and other appropriate agencies, traffic control, submission of incident reports, the establishment and maintenance of detour routes when needed for closure of the interstate, emergency repairs, removal of debris and evacuation response.

The Contractor shall be responsible for all aspects of traffic control related to an incident, including, but not limited to, the entire detour route off the corridor(s) covered by this contract onto other roads. In the event that traffic must be detoured, the Contractor shall coordinate all detours with NCDOT's Metrolina Regional Transportation Management Center (MRTMC). If for any reason the planned detour is deemed by the Department to be unusable, the Contractor must work with the MRTMC to develop and implement an alternate detour.

The Contractor shall immediately notify the Department's MRTMC and the Engineer of all roadway or lane closures exceeding 15 minutes, re-openings, and major incidents to ensure that the incident is promptly entered into the Department's Traveler Information Management System (TIMS) system. The contractor shall notify the MRTMC immediately as conditions at the incident change so the information in TIMS can be updated. A summary of incident responses by the Contractor shall be submitted to the Department with each Monthly Report. NCDOT may require meetings with the Contractor following incidents to identify and correct deficiencies in their response. These meetings may include State Highway Patrol, County or City Police, Fire and Rescue Division Heads, Department personnel, the Contractor and sub-contractors, and other parties as needed.

The Contractor shall provide communication devices (e.g. Nextel phones) to a minimum of four employees to ensure that a system of rapid and constant communication with NCDOT personnel is maintained during incidents.

The Contractor shall incorporate the established incident response procedures to ensure proper response times and ensure proper coordination of the handling of hazardous materials encountered within the roadway corridors. The Contractor will be responsible for assisting in the coordination of incidents involving hazardous materials. The Contractor will also be responsible for measures to contain hazardous materials, traffic control, and debris clearing. The Contractor will not be responsible for the actual cleanup of hazardous materials unless otherwise instructed by the Department. If so directed by the Department, the Contractor's efforts to remove and dispose of the hazardous materials will be handled as Extra Work in accordance with Article 104-7 of the 2006 Standard Specifications.

The Contractor must participate in all Mecklenburg, Cleveland, Cabarrus, and Gaston County Incident Management Interagency Team Meetings. Attendance at these meetings will require reports of on-going or planned activities that will impact traffic for the next quarter as well as reports detailing actions taken on incident response in the past quarter.

EMERGENCY MAINTENANCE REPAIRS

The Contractor is responsible for immediately responding to emergency situations that pose an imminent risk to the travelling public (e.g. sink holes, flooding, etc.). An intermediate contract time of 2 hours after notification or discovery will apply to initiating corrective measures for situations that pose an imminent risk to the travelling public. **In the event that the Contractor fails to initiate corrective measures within 2 hours after notification or discovery, liquidated damages in the amount of \$5,000 per hour, or portion thereof, will be deducted from the monies due to the Contractor.**

PERMITS

The Contractor is responsible for preparing all documents and obtaining any and all permits, including those for navigable waterways, necessary to complete the work required in this contract.

TRAFFIC CONTROL

The Contractor shall maintain traffic in accordance with the 2006 Standard Specifications, Roadway Standard Drawings, the Manual of Uniform Traffic Control Devices (MUTCD), the NCDOT Supplement to the MUTCD, and the following provisions:

Traffic Control Plan (TCP)

Prior to commencing an activity that will restrict or divert traffic, including lane closures and detours, the Contractor shall prepare, and furnish to the Department for review and approval a Traffic Control Plan. A standard Traffic Control Plan may be prepared and pre-approved for each typical operation. The NCDOT Work Zone Traffic Control Unit website contains information necessary for the proper development of these plans. In addition, standard traffic control plans for typical operations may be available for use.

As required by the approved TCP, the Contractor shall provide, install, maintain such temporary barrier, pavement markings, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public, and as required by the Traffic Control Plan and the Manuals, Standards and Procedures.

Notification of Planned Work

Planned lane closures shall be included in the Weekly Work Plan. In addition, the Contractor shall notify the Engineer and the MRTMC at least 8 hours before a planned lane closure is installed and notify the designated MRTMC within 30 minutes after the planned lane closure is removed. If the Contractor is found to have installed a lane closure without notifying MRTMC,

NCDOT may require the Contractor to immediately remove the lane closure and may require the Contractor to refrain from installing all planned lane closures until such time as the Contractor can demonstrate to NCDOT that the Contractor can fully comply with these notification requirements.

Time Restrictions

No road closures are allowed unless authorized by the Engineer.

The time restrictions listed below apply to planned lane and shoulder closures only. The Contractor shall not install, maintain or remove any traffic control device required for narrowing or closing a lane or shoulder during the times listed below. Lane closures for emergency or incident response are not subject to these time restrictions. **An intermediate contract time applies to lane narrowing, lane closing, shoulder closing, and holiday and event restrictions.**

Liquidated Damages for lane narrowing, lane closing, shoulder closing, and holiday and event restrictions for I-77, I-277, I-485, and I-85 are \$10,000.00 per hour for this Intermediate Contract Time.

Road name	Time Restrictions
<u>For Lane Closures</u>	
I-85, I-485 and I-277	6:00am to 8:00pm, Monday through Friday 9:00am to 6:00pm, Saturday and Sunday
I-77	6:00am to 9:00pm, Monday through Friday 9:00am to 6:00pm, Saturday and Sunday
<u>For Shoulder Closures</u>	
I-85, I-485 and I-277	6:00am to 9:00am and 4:00pm to 7:00pm, Monday through Friday
I-77	6:00am to 9:00am and 4:00pm to 9:00pm, Monday thru Friday

The Contractor shall not close or narrow a lane of traffic, detain and/or alter the traffic flow during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy on any of the roadways listed above, including the following schedules:

- For New Year's, between the hours of 6:00 a.m. December 31st to 9:00 p.m. January 2nd. If New Year's day is on a Saturday or a Sunday, then until 9:00 p.m. the following Tuesday.
- For Easter, between the hours of 6:00 a.m. Thursday and 9:00 p.m. Monday.
- For Memorial Day, between the hours of 6:00 a.m. Friday to 9:00 p.m. Tuesday.
- For Independence Day, between the hours of 6:00 a.m. the day before Independence Day and 9:00 p.m. the day after Independence Day. If Independence Day is on a Saturday or Sunday, then between the hours of 6:00 a.m. the Thursday before Independence Day and 9:00 p.m. the Tuesday after Independence Day.
- For Labor Day, between the hours of 6:00 a.m. Friday to 9:00 p.m. Tuesday.
- For Thanksgiving, between the hours of 6:00 a.m. Tuesday to 9:00 p.m. Monday.
- For Christmas, between the hours of 6:00 a.m. the Friday before the week of Christmas day and 9:00 p.m. the following Monday after the week of Christmas.
- For any NASCAR event at the Lowes Motor Speedway, between the hours of 6:00 a.m. the Thursday the week of the event until 8:00 p.m. the following Monday after the race.
- For any Carolina Panthers Football game in Charlotte and any games at the Bobcats Arena, from three hours before the game until 3 hours after the game.
- For any event which creates high traffic volumes, between the hours of 7:00 a.m. the Friday of the week of the event and 8:00 p.m. the Monday after the week of the event. Such events may be at Bank of America Stadium, Charlotte Convention Center or other arenas. The Engineer will provide guidance on what events constitute unusually high traffic volumes.

HAZARDOUS WASTE REMOVAL

The Contractor shall dispose of, or cause the disposal of dead animals, and all waste, residue, debris, materials and supplies (including paints, herbicides and chemicals), foliage clippings, and other waste materials produced or generated by the Contractor under this contract.

The Contractor shall use, contain, store and dispose of all hazardous substances employed in connection with this contract in accordance with all applicable Federal, State and Local Laws, Regulations and Ordinances.

Unknown hazardous materials that may exist with the project limits will be handled in accordance with Article 107-26 of 2006 Standard Specifications.

With respect to Asset Maintenance Services relating to bridge structures that have existing coatings that include Hazardous Substances, such as lead, chromium and cadmium, the Contractor shall, where required, remove, handle, store, transport and dispose of such Hazardous

Substances in accordance with applicable Federal, State and Local Laws, Regulations, and Ordinances.

Reference "Incident Response" for the limitations on the Contractor's responsibilities regarding hazardous materials exposed due to an incident.

SNOW AND ICE CONTROL (ALTERNATE BID ITEM)

This section applies only if the Department exercises its right to accept the Contractor's Price Proposal for the alternate bid item "Maintenance Services Including Snow and Ice Removal". Reference the Project Special Provision "Alternate Bid Item for Snow and Ice Removal" found elsewhere in this RFP.

The Contractor will be responsible for prompt removal of snow and ice throughout the project limits beginning September 1st, 2007.

Not later than July 1st of each year, the Contractor shall demonstrate to the reasonable satisfaction of the Engineer that it has sufficient resources (including equipment, materials, supplies and personnel) to fully perform Snow and Ice Control on all segments of the contracted transportation facilities for the following year. If by August 1st the Contractor fails to satisfy the Department that it has sufficient resources to undertake snow and ice removal during the following winter season, the Department may terminate for cause this portion of the contract and monthly payments will be adjusted in accordance with the Project Special Provision "Alternate Bid Item for Snow and Ice Removal"

The Contractor shall respond and deploy resources to ensure that at least one travel lane in each direction is passable at all times. In the event that the Contractor fails to maintain, in a passable condition, at least one lane in each direction, liquidated damages in the amount of \$4,000 per hour, or portion thereof, will be deducted from the monies due to the Contractor.

The Contractor shall continue snow and ice removal until such time that all travel lanes are 100% free from frozen participation. **An intermediate contract time of 12 hours will apply from the end of the winter weather event.** In the event that the Contractor fails to remove all frozen participation within this intermediate contract time, liquidated damages in the amount of \$2,500 per hour, or portion thereof, will be deducted from the monies due the Contractor.

The Contractor shall plow all shoulders immediately following the end of the winter weather event. **An intermediate contract time of 48 hours will apply from the end of the winter weather event.** In the event that the Contractor fails to plow all shoulders within this intermediate contract time, liquidated damages of \$1,000 per shoulder mile per hour, or portion thereof, will be deducted from the monies due to the Contractor.

During winter weather conditions, the Contractor shall contact MRTMC at 7:00 am and 3:00 pm to advise of road conditions. The Contractor shall also update the MRTMC continually as conditions change. MRTMC will enter this information into TIMS.

No sand, slag, or similar material shall be used on open-graded asphalt surface course sections.

***** PERFORMANCE CRITERIA AND WITHHOLDING *******PERFORMANCE CRITERIA**

The performance criteria and target ratings are shown in Tables 1 – 7. Each table represents a “component” of the overall Maintenance Condition Assessment (MCA). Next to each component name, the weight of that component within the overall Maintenance Condition Assessment is shown in parentheses. This component weight will be used to determine withholding that may be required at the MCA level. Each row within each table represents an “element” of that component. Each element has associated performance criteria that will be used to determine the performance rating for that element. Next to the element name, the weight of that element within the component is shown in parentheses, which weight will be used to determine withholding that may be required at the component level.

EVALUATION PROCEDURES

A condition assessment will be made by Department personnel every six months of the contract. The first assessment will begin July 1, 2007. Each assessment will be completed incrementally over the course of approximately three months and will occur randomly throughout the project limits. Sampling will be made in sufficient quantity to ensure 95% confidence that the samples represent the condition assessment throughout the entire project limits.

The first withholding will occur with the October 2007 partial payment and will reflect the assessment begun in July 2007. Throughout the remainder of the contract, assessments will begin each January and July and withholding calculated and assessed each April and October, respectively.

Upon request, specific sample data will be made available to the Contractor within 14 calendar days following notification of the condition assessment results. The Contractor may dispute element ratings only. Such dispute shall be made in writing to the Engineer within 30 calendar days of notification of the condition assessment results. The withholding of monies in accordance with the procedures outlined herein will continue notwithstanding any time that elapses during dispute resolution.

MAINTENANCE CONDITION ASSESSMENT (MCA) RATING

The element ratings will be weighted in accordance with Tables 1 – 7 to determine component ratings. Component ratings will then be weighted in accordance with Tables 1 – 7 to determine an overall MCA rating. MCA withholding will be based on the overall MCA targets below:

Calendar Year 2007	90
Calendar Year 2008	92
Calendar Years 2009 – 2011	94

If in three consecutive assessments, the overall MCA rating is more than 5 points below the applicable overall MCA target, the Department shall have the right to declare the Contractor in default of contract.

PHASED PERFORMANCE TARGETS

In addition to the MCA, some components and elements have a performance target that increases within the first three years of the contract. These elements will be clearly indicated in the tables as a performance target followed by a calendar year in parentheses.

NON-PERFORMANCE WITHHOLDING

An example of the calculation of withholding is provided in the tables following this section. This example is for the July 2007 assessment and withholding in October 2007.

Non-Performance Withholding will be determined at the MCA, component, and element levels if any such ratings are below their respective targets for the calendar year in which the condition assessment is conducted.

All withholding will be assessed and deducted from the next monthly partial payment. In the event that the withholding exceeds the unit price bid, then the remainder of the withholding will be deducted from the subsequent monthly partial payment(s).

- Non-Performance Withholding at the overall MCA level will be assessed at a rate of 5% of the unit price bid for each point below the overall MCA level target for that calendar year.
- Non-Performance Withholding at the component level will be assessed at a rate of 2.5% of the unit price bid for each point below the component level target for that calendar year.
- Non-Performance Withholding at the element level will be assessed at a rate of 1.25% of the unit price bid for each point below the applicable element level target for that calendar year.
- If any element level rating is found to be 15 or more points below the element level target, the Non-Performance Withholding for that element will be assessed at a rate of 2.5% of the unit price bid for each point below the element level target for that calendar year.

The unit price bid is the bid per month as indicated on the Itemized Proposal Sheet for either “Maintenance Services Excluding Snow and Ice Removal” or “Maintenance Services Including Snow and Ice Removal”, whichever bid alternate is exercised by the Department, and as adjusted in accordance with the Project Special Provision “Annual Price Adjustments.”

DISPOSITION OF NON-PERFORMANCE WITHHOLDING

An example of the disposition of Non-Performance Withholding is provided following the example for non-performance withholding. This example is based on the first half of calendar year 2008. The example demonstrates new element withholding, prior element withholding paid, continuing component withholding, and prior component withholding paid.

Each Non-Performance Withholding will be reserved at least until the next condition assessment is complete and the corresponding Non-Performance Withholdings are calculated, and in accordance with the provisions below:

Element Non-Performance Withholding

If the subsequent assessment indicates that the Element rating meets the target in effect for that year in which the subsequent assessment is conducted, the entire withholding attributable to that element will be paid to the Contractor with the next partial payment.

If the Element rating does not meet the target in effect for that year in which the subsequent assessment is conducted, that Element's withholding will be forfeited. In addition, a new Non-Performance Withholding will be assessed until the following condition assessment is complete and the corresponding Non-Performance Withholdings are calculated and withheld.

Component Non-Performance Withholding

If the subsequent assessment indicates that the Component rating meets the target in effect for that year in which the subsequent assessment is conducted, the entire withholding attributable to that Component will be paid to the Contractor with the next partial payment.

If the Component rating does not increase from the previous assessment, regardless of the element ratings, then that Component's entire withholding will be forfeited. In addition, a new Non-Performance Withholding will be assessed at least until the following condition assessment is complete and the corresponding Non-Performance Withholdings are calculated and withheld.

If the Component rating increases from the previous assessment but still does not meet the target in effect for that year in which the subsequent assessment is conducted, regardless of the element ratings, then a portion of that Component's withholding will be paid to the Contractor with the next partial payment and a portion of the that Component's withholding will be re-assessed at least until the following condition assessment is complete and the corresponding Non-Performance Withholdings are calculated and withheld. The portion that remains withheld will be determined as outlined in "Non-Performance Withholding" above.

Overall MCA Non-Performance Withholding

If the subsequent assessment indicates that the MCA rating meets the target in effect for that year in which the subsequent assessment is conducted, the entire withholding attributable to the MCA will be paid to the Contractor with the next partial payment.

If the overall MCA rating does not increase from the previous assessment, regardless of the element and component ratings, then the entire MCA withholding will be forfeited. In addition, a new Non-Performance Withholding will be assessed at least until the following condition assessment is complete and the corresponding Non-Performance Withholdings are calculated and withheld.

If the MCA rating increases from the previous assessment but still does not meet the target in effect for that year in which the subsequent assessment is conducted, regardless of the element and component ratings, then a portion of the MCA withholding will be paid to the Contractor with the next partial payment and a portion of the MCA withholding will be re-assessed at least until the following condition assessment is complete and the corresponding Non-Performance Withholdings are calculated. The portion that remains withheld will be determined as outlined in “Non-Performance Withholding” above.

TIMELINESS TARGETS

Table 8 provides timeliness requirements for certain activities. These timeliness requirements are not used in the withholding calculations but are enforced through liquidated damages as indicated throughout the “Scope of Work”. However, if the timeliness requirement for any one activity is not fulfilled in at least 80% of the occurrences in each of three successive assessment periods, the Contractor may be deemed in default of contract.

PERFORMANCE CRITERIA AND TARGET TABLES

TABLE 1			
SHOULDER AND DITCHES (0.1)			
Component Targets: 95 (2009-2011), 90 (2008), 85 (2007)			
ELEMENT	OUTCOME	PERF. TARGET (%)	TOLERANCE & CRITERIA
Unpaved Shoulders (Low Shoulder) (0.4)	Safe Smooth	95 (2009-2011) 90 (2008) 85 (2007)	<ul style="list-style-type: none"> • No dropoffs greater than 2” within 4’ of the edge of pavement
Unpaved Shoulders (High Shoulder) (0.3)	Safe Smooth	95 (2009-2011) 90 (2008) 85 (2007)	<ul style="list-style-type: none"> • No shoulders higher than 1” within 4’ of the edge of pavement • No shoulders that cause water to drain back within the travelway
Lateral Ditches (Includes Rip Rap and Paved) (0.3)	No blockage or erosion. Functioning as designed	95 (2009-2011) 90 (2008) 85 (2007)	<ul style="list-style-type: none"> • No more than 50% blocked • No erosion greater than 1’ below original ditch line • No joint separation, misalignment, or undermining in paved ditches

TABLE 2
DRAINAGE (0.1)

Component Targets: 96 (2009-2011), 90 (2008), 85 (2007)

ELEMENT	OUTCOME	PERF. TARGET (%)	TOLERANCE & CRITERIA
Crossline Pipes (< 54") (Blocked) (0.3)	Open Drains No Erosion	95 (2009-2011) 90 (2008) 85 (2007)	<ul style="list-style-type: none"> • Greater than 50% diameter open and/or meets environmental permitting requirements • No evidence of flooding • Minimal erosion at ends • End protection intact. • No obstructions to water flow.
Crossline Pipes (<54") (Damaged) (0.2)	No pipe, pavement, or shoulder damage	95 (2009-2011) 90 (2008) 85 (2007)	<ul style="list-style-type: none"> • No damage due to cracking, joint failures, or corrosion. • No water infiltration causing pavement failures, shoulder failures, or roadway settlement.
Drop Inlets/Catch Basins/Shoulder Drains/Funnel Drains/etc. (Blocked) (0.2)	Open Drains	98 (2009-2011) 90 (2008) 85 (2007)	<ul style="list-style-type: none"> • Grates and Outlets not blocked greater than 50% • Minimal erosion. • Outfalls functional.
Drop Inlets/Catch Basins/Shoulder Drains/Funnel Drains/etc. (Damaged) (0.1)	Functional	98 (2009-2011) 90 (2008) 85 (2007)	<ul style="list-style-type: none"> • Grates are present and not broken • No erosion/settlement around boxes • Outlets are not damaged and are functioning properly • End protection intact with no erosion
Curb & Gutter, Valley Gutter/ Median Barrier (Blocked) (0.1)	No blockage, No spread into lane	95 (2009-2011) 90 (2008) 85 (2007)	<ul style="list-style-type: none"> • No obstruction greater than 2" for a length of 2' • Runoff does not spread into travelway for a distance of half the lane width
Curb & Gutter/ Valley Gutter/ Median Barrier (Damaged) (0.1)	Functional	95 (2009-2011) 90 (2008) 85 (2007)	<ul style="list-style-type: none"> • No cracking, settlement, joint separation, misalignment, or deterioration

TABLE 3			
ROADSIDE APPURTENANCES (0.15)			
Component Target: 98 (2007-2011)			
ELEMENT	OUTCOME	PERF. TARGET (%)	TOLERANCE & CRITERIA
Guardrail/ Cable Rail (0.7)	Undamaged Repairs, per current NCHRP Standards	99 (2007-2011)	<ul style="list-style-type: none"> • Contractor to respond to all failures, which include site mitigation and repairs. • No dents that decrease structural integrity.
Concrete Median Barrier (0.1)	Structurally safe/sound	95 (2007-2011)	<ul style="list-style-type: none"> • Clean • Free of vegetation • Straightened • Repaired and or replaced, if damaged.
Noise Walls (0.1)	Structurally Sound Clean	95 (2007-2011)	<ul style="list-style-type: none"> • No missing or broken pieces • No damage • No graffiti or vegetation
Impact Attenuators (0.1)	Present Operational	100 (2007-2011)	<ul style="list-style-type: none"> • No missing parts, properly maintained and undamaged. • Contractor to respond to all failures.

TABLE 4			
ROADSIDE (0.15)			
Component Targets: 94 (2009-2011), 92 (2008), 90 (2007)			
ELEMENT	OUTCOME	PERF. TARGET (%)	TOLERANCE & CRITERIA
Mowing (0.2)	Average grass height & mowing quality	90 (2007-2011)	<ul style="list-style-type: none"> • Grass height not to exceed 8 inches, nor less than 4 inches • All mowing to be of a high quality to present a neat appearance • In compliance with all Department mowing specifications.

Landscape Plant Beds (0.15)	Primary emphasis on aesthetics; also environ. safety factors	89 (2008-2011) 80 (2007)	<ul style="list-style-type: none"> • Overall appearance is neat and well maintained. • Ornamentals and shrubs maintained for optimum aesthetics and plant health. • Plant beds regularly mulched and weed free. • Must follow IRVM program as established by NRVMA & as adopted by NCDOT. • Contractor will utilize and be evaluated on the “Roadside Environmental Landscape Plant Bed Inspection Report” • No excessive “brown-out”, pre-approval of herbicides from Division Roadside Environmental Engineer required
Brush & Trees (0.1)	Unobstructed sight distance & vertical clearance.	95 (2009-2011) 90 (2008) 85 (2007)	<ul style="list-style-type: none"> • No sight distance or sign obstruction • Vertical clearance of 15’ over roadway and shoulder within 10’ of back of ditch or shoulder point • No dead trees, or leaning trees that present a hazard. • A clear distance of 5’ behind guardrail • Must follow IRVM program as established by NRVMA & as adopted by NCDOT. • No excessive “brown-out”, pre-approval of herbicides from Division Roadside Environmental Engineer required
Turf Condition/ Seeding & Mulching (0.05)	Healthy growing Neat appearance	95 (2009-2011) 90 (2008) 80 (2007)	<ul style="list-style-type: none"> • Unpaved shoulders, slopes, and ditch lines free of bare, dead, diseased, distressed, or weedy areas • NCDOT approved species • Must follow IRVM program as established by NRVMA & as adopted by NCDOT • Specifications for seeding and mulching and topdressing per DREE directives • No excessive “brown-out”, pre-approval of herbicides from Division Roadside Environmental Engineer required

Uncontrolled Growth at Signs and Guardrail/Cable Guiderail (0.05)	Grass height is neat and uniform	95 (2009-2011) 90 (2008) 80 (2007)	<ul style="list-style-type: none"> Vegetation height should not exceed the bottom of the guardrail/cablerail Vegetation around signposts should be uniform with the roadside grass height Neatly trimmed around fixed objects, including but not limited to signs, bridge ends & guardrails No reduced sight distance No excessive "brown-out", pre-approval of herbicides from Div. Roadside Engineer required
Debris & Road Kill (0.15)	Roadway free of obstruction	100 (2007-2011)	<ul style="list-style-type: none"> Respond immediately upon notification or discovery Road kill and Debris promptly and properly disposed
Slope (0.05)	Stable No erosion	95 (2007-2011)	<ul style="list-style-type: none"> No washouts or ruts greater than 2" deep and 1' wide No erosion showing a pattern that will endanger the stability of the slope creating an unsafe recovery area
Litter (0.2)	Neat Attractive	100 (2007-2011)	<ul style="list-style-type: none"> Roadside appears neat and clean Less than 100 pieces of fist size or larger litter/debris within 0.2 miles Areas of excessive litter will fall under performance criteria of debris and road kill
Right-of-Way Fence (0.05)	Limited access present, functioning as designed and intended Structurally sound	95 (2009-2011) 90 (2008) 80 (2007)	<ul style="list-style-type: none"> Where existing, intact & functional as designed No gaps or damage that allows access No vegetation compromising the functionality of the fence No excessive "brown-out", pre-approval of herbicides from Division Roadside Environmental Engineer required

TABLE 5**TRAFFIC (0.15)****Component Targets:** 92 (2009-2011), 90 (2008), 88 (2007)

ELEMENT	OUTCOME	PERF. TARGET (%)	TOLERANCE & CRITERIA
Pavement Markings (0.2)	Visible	95 (2009-2011) 90 (2008)	<ul style="list-style-type: none"> No edgelines, centerlines, or skip lines worn, missing, or obliterated Must be present, visible, and reflective at night

		85 (2007)	<ul style="list-style-type: none"> Replaced when damaged/lost during pavement repair or winter weather events
Words and Symbols (0.05)	Visible	95 (2009-2011) 90 (2008) 85 (2007)	<ul style="list-style-type: none"> Must be present, visible, and reflective at night Replaced when damaged/lost during pavement repair or winter weather events
Pavement Markers (0.1)	Present and Reflective	95 (2009-2011) 90 (2008) 85 (2007)	<ul style="list-style-type: none"> Markers must be present and reflective at night Replaced when damaged/lost during pavement repair or winter weather events All lenses replaced or installed if missing or non-functional
Signs (0.2)	Present, visible, legible, and reflective	92 (2007-2011)	<ul style="list-style-type: none"> Signs must be visible and legible at night Contractor to respond to all failures. No damaged signs
Overhead Signs (Includes Sign Lighting) (0.2)	Present Functional Sound Clear & Clean	90 (2007-2011)	<ul style="list-style-type: none"> Contractor to respond to all failures due to incidents, accidents, etc., and includes site mitigation/other repairs No damaged signs Clean and flush debris from and around the base support areas Clean and lubricate anchor bolts and nuts Lighting must be operational at night Contractor to replace defective lighting upon notification or discovery
Roadway and Interchange Lighting (0.15)	Operational	90 (2007-2011)	<ul style="list-style-type: none"> Lighting must be operational at night Contractor to replace defective lighting upon notification or discovery
Object Markers & Delineators (0.05)	Present Reflective Functional	90 (2007-2011)	<ul style="list-style-type: none"> Properly mounted. Correctly positioned. No sight distance or sign obstructions. No missing posts delineators, or object markers
Glare Screens (0.05)	Present Reflective Functional	90 (2007-2011)	<ul style="list-style-type: none"> No sight distance or sign obstructions. No missing or damaged portions of screens

TABLE 6**PAVEMENT (0.2)****Component Target:** 94 (2007-2011)

ELEMENT	OUTCOME	PERF. TARGET (%)	TOLERANCE & CRITERIA
Paved Shoulders (0.1)	Safe, smooth	90 (2007-2011)	<ul style="list-style-type: none"> • Pavement failures are repaired with patches in kind (asphalt with asphalt, concrete with concrete). • Rumble strips are retained or replaced when damaged. • Longitudinal joint separation is <0.5” or is sealed. • No unsealed cracks in asphalt shoulders larger than 0.5” • Cross section allows drainage from mainline (no shoulder buildup).
Asphalt Pavement Repair (0.45)	Safe, durable, smooth	95 (2007-2011)	<ul style="list-style-type: none"> • Potholes are fixed with permanent patches as soon as weather conditions permit. Patching is done in a manner than maintains or improves the ride quality. • Rut depths > 0.75” are reduced to <0.25”. • No unsealed cracks larger than 0.5”.
Concrete Pavement Repair (0.45)	Safe, durable, smooth	95 (2007-2011)	<ul style="list-style-type: none"> • CRC punchouts: Permanent patches with concrete and restoration of reinforcing steel as soon as weather conditions permit. Patching is done in a manner than maintains or improves the ride quality. • Jointed PCC: No slabs broken in more than 3 pieces. Permanent concrete patches as soon as weather conditions permit. Patching is done in a manner than maintains or improves the ride quality. • Corner breaks and spalls are patched with asphalt surface course or concrete. Patching is done in a manner than maintains or improves the ride quality. • Cracks in slabs broken into 2 or 3 pieces are sealed.

TABLE 7			
BRIDGE MAINTENANCE (0.15)			
Component Target: 90 (2007-2011)			
ELEMENT	OUTCOME	PERF. TARGET (%)	TOLERANCE & CRITERIA
Bridge Deck ¹ (0.15)	Safe Clean Functional Joints intact	90 (2007-2011)	<ul style="list-style-type: none"> • Perform all routine/ordinary maintenance including sweeping, washing and cleaning. • The deck is free of foreign material (grass, stones, limbs, trash, etc.) • Riding surface has no spalls ≥ 2 inches deep. • Joints are clean and joint material is present and functioning as designed. • Drainage system (drains, scuppers, trough, etc) is clean and functioning as designed. Railings are intact and connections are tight. • Routes receiving de-icing salts, each deck shall be washed after the last snow fall has melted.
Bridge Superstructure ² (0.3)	Safe Clean Functional	90 (2007-2011)	<ul style="list-style-type: none"> • Perform all routine/ordinary maintenance including sweeping, washing, clearing of all obstructions. • No damage by vehicular impact is evident. • Bridge components are free of damaging vegetation. • Bearing assemblies are clean and lubricated. • The bearing assemblies and the end 5 feet of longitudinal superstructure elements are free of foreign material (grass, stones, limbs, trash, sand dirt, etc.) • Bearing assemblies and the end 5 feet of longitudinal superstructure elements shall be washed after the last snow fall has melted.
Bridge Substructure ³ (0.3)	Safe Clean Functional	90 (2007-2011)	<ul style="list-style-type: none"> • Perform all routine/ordinary maintenance including sweeping, washing, clearing of all obstructions. • No damage (≥ 2" deep spalls) caused by vehicular impact is evident. • Bridge components are free of damaging vegetation. • Horizontal surfaces to including bridge seats and bearing areas are free of foreign material (grass, stones, limbs, trash, sand, dirt, etc.) • Horizontal surfaces including bridge seats/bearing areas washed after the last snow fall has melted. • Weep holes are clean and free of foreign material and properly functioning.

¹ Bridge Deck includes and not limited to the bridge roadway surface, approach slabs, curbs, sidewalks, parapets, railing system, drainage system, lighting, expansion joints

² Bridge Superstructure includes and not limited to beams, girders, diaphragms, bracings, truss members, bearing devices

³ Bridge Substructure includes and not limited to abutments, backwalls, seats, piers, columns, wingwalls, Weep holes

Pipes and Culverts ($\geq 54"$) (0.15)	Safe Clean Functional Stable	90 (2007-2011)	<ul style="list-style-type: none"> • Perform all routine/ordinary maintenance. • Opening $\geq 90\%$ open • Free of debris and vegetation. • Any erosion and scour at inlet and outlet ends has been stabilized. • End walls/wing-walls are clear of vegetation and debris. • Concrete elements have no spalls ≥ 2 inches deep. • Weep holes are clean and free of foreign material and properly functioning. • There are no construction joints opened greater than $\frac{1}{4}$ inch.
Retaining Walls (0.05)	Safe Clean Functional Stable	90 (2007-2011)	<ul style="list-style-type: none"> • Perform all routine/ordinary maintenance. • Concrete elements have no spalls ≥ 2 inches deep. • Weep holes are clean and free of foreign material and properly functioning. Free of vegetation.
Channel and Slope Protection (0.05)	Safe Clean Functional Stable	90 (2007-2011)	<ul style="list-style-type: none"> • Perform all routine/ordinary maintenance to include removing channel drift, stabilizing, erosion, cutting, removing and disposing of vegetation, brush and trees that are on, adjacent to, or under bridges • Maintain bridge slope protection as designed. • Drainage systems are clean and functioning as designed. • Channel and/or Slope Protection components are free of vegetation. • Any erosion and/or scour has been stabilized.

TABLE 8**TIMELINESS PERFORMANCE CRITERIA**

General terms and conditions ELEMENT	OUTCOME	PERF. TARGET (%)	TOLERANCE & CRITERIA
Customer Response	Timely Efficient Effective Productive Follow-up	100 (2007-2011)	<ul style="list-style-type: none"> • The Contractor shall contact the customer within 48 hours following initial customer inquiry. • All work resulting from customer requests should be scheduled within 48 hours of customer contact. • The Contractor shall conduct follow-up contact with the customer within 72 hours of initial inquiry. • All customer concerns/requests must be resolved to the Department's satisfaction within 2 weeks of the initial inquiry.

Pavement Repairs	Timely Efficient Effective Productive Durable Safe	100 (2007-2011)	<ul style="list-style-type: none"> • Shoulder failures >1 sq ft x 1.5” are repaired within 7 days of notification or discovery. • Asphalt pavement potholes or failures greater than 1 sq ft x 1.5” are patched within 2 days of notification or discovery. • CRC punchouts are repaired within 5 days of notification or discovery. • Slabs broken into 4 or more pieces will be repaired within 7 days of notification or discovery.
Guardrail/Guiderail/ Impact Attenuators	Timely Efficient Effective Safe	100 (2007-2011)	<ul style="list-style-type: none"> • Damaged, non-functional guardrail, guiderail, and impact attenuators must be repaired/replaced within 7 days following notification or discovery. • Damaged but functional guardrail, guiderail, and impact attenuators must be repaired/replaced within 14 days following notification or discovery. Mitigate immediately upon notification or discovery.
Signs	Timely Efficient Effective Safe	100 (2007-2011)	<ul style="list-style-type: none"> • Damaged overhead signs and sign structures that pose imminent risk to the public must be mitigated immediately. • Damaged but functional overhead signs repaired/replaced within 60 days following notification or discovery. • Badly damaged Safety signs must be repaired/replaced within 8 hours following notification or discovery. • All others, including posts, that are damaged but functional signs must be repaired/replaced within five (5) days following notification or discovery.
Frozen Inclement Weather Pavement Management Winter Weather Events	Open Free of frozen precipitation Safe	100 (2007-2011)	<ul style="list-style-type: none"> • At least one travel lane in each direction shall be kept open and free of frozen precipitation so that traffic can proceed in a safe and orderly manner throughout the inclement weather occurrence • Frozen precipitation removal activities shall continue in full force <u>from the onset of a snow event</u> until such time as all pavement travel lanes are 100% free of frozen precipitation and any other frozen accumulations by no later than 12 hours after the end of a winter weather event. • All shoulders shall be plowed (pushed back) within 48 hours of the cessation of falling precipitation.

Incident Response	Timely Efficient Effective Safe	100 (2007-2011)	<ul style="list-style-type: none">• The Contractor will arrive on-site, prepared to take necessary action using appropriate resources, within 45 minutes during work hours and 60 minutes after work hours, of initial notification or discovery of the incident. Work hours shall be defined as 6:00 am to 9:00 pm, Monday through Friday.
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Overall, Component, and Element Weights

Component/Element	Target Y1	Rating	Rating Deficiency	Element Withholding	Element Weight	Component Weight	Component Score
Shoulders and Ditches						0.1	
Unpaved Shoulders (Low Shoulder)	85	82	3	\$15,625.01	0.4		32.8
Unpaved Shoulders (High Shoulder)	85	85	0	\$0.00	0.3		25.5
Lateral Ditches (Includes Rip Rap and Paved)	85	79	6	\$31,250.03	0.3		23.7
				\$46,875.04			82
Drainage						0.1	
Crossline Pipes (<54") (Blocked)	85	90	0	\$0.00	0.3		27
Crossline Pipes (<54") (Damaged)	85	88	0	\$0.00	0.2		17.6
Drop Inlets/Catch Basins/Shoulder Drains/ Funnel Drains/etc. (Blocked)	85	92	0	\$0.00	0.2		18.4
Drop Inlets/Catch Basins/Shoulder Drains/ Funnel Drains/etc. (Damaged)	85	84	1	\$5,208.34	0.1		8.4
Curb & Gutter/Valley Gutter/Median Barrier (Blocked)	85	82	3	\$15,625.01	0.1		8.2
Curb & Gutter/Valley Gutter (Damaged)	85	88	0	\$0.00	0.1		8.8
				\$20,833.35			88.4

Component/Element	Target	Rating	Rating Deficiency	Element Withholding	Element Weight	Component Weight	Component Score
Pavement						0.2	
Paved Shoulder	90	92	0	\$0.00	0.1		9.2
Asphalt Pavement Repair	95	88	7	\$36,458.36	0.5		44
Concrete Pavement Repair	95	94	1	\$5,208.34	0.4		37.6
				\$41,666.70			90.8
Roadside Appurtances						0.15	
Guardrail/Cable Rail	99	95	4	\$20,833.35	0.7		66.5
Concrete Median Barrier	95	100	0	\$0.00	0.1		10
Sound Wall	95	100	0	\$0.00	0.1		10
Impact Attenuators	100	100	0	\$0.00	0.1		10
				\$20,833.35			96.5

Component/Element	Target	Rating	Rating Deficiency	Element Withholding	Element Weight	Component Weight	Component Score
Roadside						0.15	
Mowing	90	95	0	\$0.00	0.2		19
Brush & Trees	85	78	7	\$36,458.36	0.1		7.8
Turf Condition	80	88	0	\$0.00	0.05		4.4
Uncontrolled Growth at Signs and Guardrail/ Cablerail	80	75	5	\$26,041.69	0.1		7.5
Debris & Roadkill	100	98	2	\$10,416.68	0.15		14.7
Slope	95	97	0	\$0.00	0.05		4.85
Litter	100	92	8	\$41,666.70	0.15		13.8
Landscape Beds	80-89	85	0	\$0.00	0.15		12.75
Fence	80	84	0	\$0.00	0.05		4.2
				\$114,583.43			89

Component/Element	Target	Rating	Rating Deficiency	Element Withholding	Element Weight	Component Weight	Component Score
Traffic						0.15	
Longline Pavement Markings	85	88	0	\$0.00	0.2		17.6
Words and Symbols	85	90	0	\$0.00	0.05		4.5
Pavement Markers	85	88	0	\$0.00	0.1		8.8
Signs (Includes Sign Lighting)	92	90	2	\$10,416.68	0.2		18
Overhead Signs	90	95	0	\$0.00	0.2		19
Roadway and Interchange Lighting	90	89	1	\$5,208.34	0.15		13.35
Object Markers & Delineators	90	91	0	\$0.00	0.05		4.55
Glare Foils	90	95	0	\$0.00	0.05		4.75
				\$15,625.01			90.55
Bridge						0.15	
Bridge Deck	90	95	0	\$0.00	0.15		14.25
Bridge Superstructure	90	92	0	\$0.00	0.3		27.6
Bridge Substructure	90	92	0	\$0.00	0.3		27.6
Pipes and Culverts (>= 54")	90	96	0	\$0.00	0.15		14.4
Retaining Walls	90	92	0	\$0.00	0.05		4.6
Channel and Slope Protection	90	95	0	\$0.00	0.05		4.75
				\$0.00			93.2

Element Withholding

Element withholding = 1.25% of the unit price bid for each percentage point below the element target for that year

Unit Bid Amount \$416,667.00

	Element Withholding
Shoulders and Ditches	\$46,875.04
Drainage	\$20,833.35
Pavement	\$41,666.70
Roadside Appurtances	\$20,833.35
Roadside	\$114,583.43
Traffic	\$15,625.01
Bridge	0
TOTAL ELEMENT withholding	\$260,416.88

Component Withholding

Component withholding = 2.5% of the unit price bid for each percentage point below the component target for that year

Unit Price Bid \$416,667.00

	Component Score	Rating Deficiency	Component withholding		
Shoulders and Ditches	82	3	\$31,250.03		
Drainage	88.4	0	\$0.00		
Pavement	90.8	3.2	\$33,333.36		
Roadside Appurtances	96.5	1.5	\$15,625.01		
Roadside	89	1	\$10,416.67		
Traffic	90.55	0	\$0.00		
Bridge	93.2	0	\$0.00		
	TOTAL COMPONENT withholding		\$90,625.07		

Overall Withholding

Overall withholding = 5% of the unit price bid for each percentage point the overall rating for that year

Unit Bid Price \$416,617.00

	Component Score	Component Weight	Overall Score	Rating Deficiency
Shoulders and Ditches	82	0.1	8.20	
Drainage	88.4	0.1	8.84	
Pavement	90.8	0.2	18.16	
Roadside Appurtances	96.5	0.15	14.48	
Roadside	89	0.15	13.35	
Traffic	90.55	0.15	13.58	
Bridge	93.2	0.15	13.98	
	OVERALL RATING		90.59	0.00
	OVERALL withholding		\$0.00	

TOTAL WITHHOLDING

ELEMENT withholding	\$260,416.88
COMPONENT withholding	\$90,625.07
OVERALL WITHHOLDING	\$0.00
TOTAL withholding	\$351,041.95

EXAMPLE OF WITHHOLDING DISPOSITION

These examples demonstrate possible scenarios for disposition of the Non-Performance Withholding for elements and components. Overall withholding disposition follows the same scenarios as components.

Reference the above example.

Lateral Ditches:	2007 Target	=	85
	2007 Rating	=	79
	2008 Target	=	90
	2008 Rating	=	90

New element rating meets new target and previous withholding (\$31,250.03) is paid to Contractor.

Curb & Gutter/Valley Gutter/Median Barrier (Blocked):

	2007 Target	=	85
	2007 Rating	=	82
	2008 Target	=	90
	2008 Rating	=	88

Rating increased from previous assessment but still does not meet new target, therefore, all of previous withholding (\$15,625.01) is forfeited and new additional withholding of \$10,416.68 is assessed.

Pavement Component:	2007 Target	=	94
	2007 Rating	=	90.8
	2008 Target	=	94
	2008 Rating	=	95

Pavement component now meets target and previous withholding (\$38,541.70) is paid to contractor.

Drainage Component:	2007 Target	=	85
	2007 Rating	=	88.4
	2008 Target	=	90
	2008 Rating	=	89.1

Drainage component rating met previous target but did not meet new target, therefore, new withholding in the amount of \$9,375.01 is assessed.

Roadside Component:	2007 Target	=	90
	2007 Rating	=	89
	2008 Target	=	92
	2008 Rating	=	91.25

Roadside component rating increased from previous rating but did not increase enough to meet new target, therefore, a portion of the previous withholding of \$10,416.67 is paid to the contractor. Specifically, \$7,812.51 is still withheld and the difference (\$2,604.16) is paid to the Contractor.

Roadside Component:	2007 Target	=	90
	2007 Rating	=	89
	2008 Target	=	92
	2008 Rating	=	90.8

Roadside component rating increased from previous rating but did not increase enough to meet new target, therefore, the new total withholding is calculated to be \$12,500.01. The previous withholding of \$10,416.67 is kept in withholding and an additional withholding of \$2,083.34 is also assessed.

Roadside Component:	2007 Target	=	90
	2007 Rating	=	89
	2008 Target	=	92
	2008 Rating	=	88.4

Roadside component rating decreased from previous rating. Therefore, the previous withholding of \$10,416.67 is forfeited and a new additional withholding of \$37,500.03 is assessed.

ITEMIZED PROPOSAL FOR WBS ELEMENT 40682

Counties: Mecklenburg, Gaston, Cleveland, & Carbarrus

Line #	Item Number #	Sec #	Description	Quantity	Unit Price	Amount
0001	0000900000-N	SP	MAINTENANCE SERVICES <u>EXCLUDING</u> SNOW AND ICE REMOVAL	60	_____	_____

Total Price Proposal for Maintenance Services Excluding Snow and Ice Removal:
(for entire 60 month contract period) _____

*****SNOW AND ICE CONTROL ALTERNATE ITEMS *****
(Reference Alternate Bid for Snow and Ice Removal Project Special Provision)

0002	0000900000-N	SP	MAINTENANCE SERVICES <u>INCLUDING</u> SNOW AND ICE REMOVAL	60	_____	_____
0003	0000900000-N	SP	MOBILIZATION (INCLUDING SNOW AND ICE REMOVAL)	Lump Sum	L.S.	_____

Total Price Proposal for Maintenance Services Including Snow and Ice Removal:
(for the entire 60 month contract period plus mobilization) _____

LISTING OF MB & WB SUBCONTRACTORS

Sheet _____ of _____

FIRM NAME AND ADDRESS	MB or WB	ITEM NO.	ITEM DESCRIPTION	(*) AGREED UPON UNIT PRICE	DOLLAR VOLUME OF ITEM

CONTRACT NO. _____ **COUNTY** _____ **FIRM** _____

LISTING OF MB & WB SUBCONTRACTORS

Sheet _____ of _____

FIRM NAME AND ADDRESS	MB OR WB	ITEM NO.	ITEM DESCRIPTION	(*) AGREED UPON UNIT PRICE	DOLLAR VOLUME OF ITEM
CONTRACT NO. _____		COUNTY _____		FIRM _____	

LISTING OF MB & WB SUBCONTRACTORS

Sheet _____ of _____

FIRM NAME AND ADDRESS	MB OR WB	ITEM NO.	ITEM DESCRIPTION	(*) AGREED UPON UNIT PRICE	DOLLAR VOLUME OF ITEM

CONTRACT NO. _____ **COUNTY** _____ **FIRM** _____

LISTING OF MB & WB SUBCONTRACTORS					
					Sheet _____ of _____
FIRM NAME AND ADDRESS	MB OR WB	ITEM NO.	ITEM DESCRIPTION	(*) AGREED UPON UNIT PRICE	DOLLAR VOLUME OF ITEM

COST OF CONSTRUCTION WORK ONLY: \$ _____

(*) The Dollar Volume Shown in this Column Shall be Shall be Actual Price Agreed Upon by the Prime Contractor and the MB and/or WB Subcontractor, and These Prices will be Used to Determine the Percentage of the MB and/or WB Participation in the Contract.

Dollar Volume of MB Subcontractor \$ _____
 MB Percentage of Total Contract Cost _____ %
 Dollar Volume of WB Subcontractor \$ _____
 WB Percentage of Total Contract Cost _____ %

EXECUTION OF BID, NONCOLLUSION AFFIDAVIT AND DEBARMENT CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of "Status" under penalty of perjury under the laws of the United States in accordance with the Debarment Certification included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF CONTRACTOR

(If a corporation uses this sheet)

(Print full name of corporation)

(Address as Prequalified)

Attest _____
(Secretary) (Assistant Secretary)
Delete inappropriate title

By _____
(President) (Vice President)
(Asst. Vice President)
Delete inappropriate title

Print Signer's Name

Print Signer's Name

CORPORATE SEAL

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____, 20__.

(Signature of Notary Public)

NOTARY SEAL:

of _____ County.

State of _____.

My Commission Expires: _____

EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of "Status" under penalty of perjury under the laws of the United States in accordance with the Debarment Certification included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF CONTRACTOR
(If a joint venture, use this sheet)

Instructions to Bidders: On Line (1), print the name of each contractor. On Line (2), print the name of one of the joint venturers and execute below in the appropriate manner and furnish in the following lines all information required by Article 102-8 of the Specifications. On Line (3), print the name of the other joint venturer and execute below in the appropriate manner and furnish all information required by said article of the Specifications. For correct form of execution and information required for execution of this sheet by an individual, see Signature Sheets 3 and 4; for a corporation, see Signature Sheet 1; and for a partnership, see Signature Sheet 5.

(1) _____ and _____
A Joint Venture

(2) _____ (Seal)
(Name of Contractor)

Witness or Attest By _____

Print Signer's Name Print Signer's Name
If a corporation, affix corporate seal:

and
(3) _____ (Seal)
(Name of Contractor)

(Address as Prequalified)

Witness or Attest By _____

Print Signer's Name Print Signer's Name
If a corporation, affix corporate seal:

NOTE - AFFIDAVIT MUST BE NOTARIZED For Line (2) NOTE - AFFIDAVIT MUST BE NOTARIZED For Line (3)

Subscribed and sworn to before me
this the ____ day of _____, 20__.

Subscribed and sworn to before me
this the ____ day of _____, 20__.

(Signature of Notary Public & Seal)

(Signature of Notary Public & Seal)

of _____ County.

of _____ County.

State of _____.

State of _____.

My Commission Expires: _____
Signature Sheet 2 (Bid) - Joint Venture

My Commission Expires: _____

EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of "Status" under penalty of perjury under the laws of the United States in accordance with the Debarment Certification included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF CONTRACTOR

(If an individual doing business under a firm name, use this sheet)

Name of Contractor _____ trading
(Print individual name)

Witness

and doing business as _____
(Print firm name)

Print Signer's Name

(Address as Prequalified)

Signature of Contractor _____
(Individually)

Print Signer's Name

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____ day of _____, 20__.

NOTARY SEAL

(Signature of Notary Public)

of _____ County.

State of _____.

My Commission Expires: _____

EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of "Status" under penalty of perjury under the laws of the United States in accordance with the Debarment Certification included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF CONTRACTOR

(If an individual doing business in his own name, use this sheet)

Name of Contractor _____
(Print)

(Address as Prequalified)

Witness

Signature of Contractor _____
(Individually)

Print Signer's Name

Print Signer's Name

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
____ day of _____, 20 ____.

NOTARY SEAL

(Signature of Notary Public)

of _____ County.

State of _____.

My Commission Expires: _____

EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the bidder's certification of "Status" under penalty of perjury under the laws of the United States in accordance with the Debarment Certification included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF CONTRACTOR

(If a partnership, use this sheet)

(Print Name of Partnership)

(Address as Prequalified)

_____ By _____
Witness Partner

_____ _____
Print Signer's Name Print Signer's Name

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
____ day of _____, 20____.

NOTARY SEAL

(Signature of Notary Public)

of _____ County.

State of _____.

My Commission Expires: _____

EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of "Status" under penalty of perjury under the laws of the United States in accordance with the Debarment Certification included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF CONTRACTOR
(Limited Liability Company, use this sheet)

Name of Contractor _____
(Print firm name)

(Address as Prequalified)

Signature of Manager _____
(Individually)

Print Signer's Name

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____, 20____.

NOTARY SEAL

(Signature of Notary Public)

of _____ County.

State of _____.

My Commission Expires: _____

2/16/99

WBS Element: 40682

Counties: Mecklenburg, Gaston, Cabarrus & Cleveland Counties

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Contract Officer

Date

Execution of Contract and Bonds
Approved as to Form:

Attorney General

DEBARMENT CERTIFICATION OF BIDDERS

Instructions & conditions for certification

1. By signing and submitting this proposal, the bidder is providing the certification set out below.
2. The inability of a bidder to provide the certification required below will not necessarily result in denial of participation in this contract. If the certification is not provided, the bidder must submit an explanation (exception) of why it cannot provide the certification set out below. The certification or explanation (exception) will be considered in connection with the Department's determination whether to award the contract. However, failure of the prospective bidder to furnish a certification or an explanation (exception) may be grounds for rejection of the bid.
3. The certification in this provision is a material representation of fact upon which reliance is placed when the Department determines whether or not to award the contract. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this contract for cause of default.
4. The prospective bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12540. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
6. The bidder agrees by submitting this bid that, should the contract be awarded, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract, unless authorized by the Department.
7. The prospective bidder further agrees by submitting this proposal that it will include the Federal-Aid Provision titled "Required Contract Provisions Federal-Aid Construction Contract" (Form FHWA PR 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.

8. The prospective bidder may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the successful bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

DEBARMENT CERTIFICATION

The bidder certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective bidder is unable to certify to any of the statements in this certification, it shall attach an explanation to this proposal.

IF AN EXPLANATION, AS PROVIDED IN THE ABOVE DEBARMENT CERTIFICATION, HAS BEEN ATTACHED TO THE PROPOSAL, PLEASE CHECK THE BOX SHOWN BELOW:

An explanation has been attached to the proposal.